

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF PUERTO RICO

UNITED STATES OF AMERICA, acting through the United States Department of Agriculture	CIVIL NO.
Plaintiff	Foreclosure of Mortgage
v.	
JORGE J. FERNÁNDEZ, JOSÉ FERNÁNDEZ, REINALDO FERNÁNDEZ FREYTES and NANCY FERNÁNDEZ FREYTES as known members of the Estate of REINALDO FERNÁNDEZ NEGRÓN; JOHN DOE and RICHARD ROE as unknown members of the Estate above-mentioned	
Defendants	

**COMPLAINT**

TO THE HONORABLE COURT:

COMES NOW the United States of America -acting as the United States Department of Agriculture- through the undersigned attorney, who respectfully alleges and prays as follows:

1. Jurisdiction of this action is conferred on this Court by 28 U.S.C. Section 1345.
2. Plaintiff, United States of America, is acting through the United States Department of Agriculture, which is organized and existing under the provisions of the Consolidated Farm and Farm Service Agency Act, 7 U.S.C. §1921 et seq. Plaintiff is the owner and holder of two (3) promissory notes that affect the property described further below.
3. The first promissory note is for the amount of \$60,700.00, with annual interest of 5%, subscribed on May 15, 1997. *See Exhibit 1.*
4. For the purpose of securing the payment of said promissory note, a voluntary mortgage was executed on the same date, in favor of the plaintiff, under the terms and conditions

stipulated and agreed therein, through Deed No. 20. This mortgage is duly recorded at the corresponding Property Registry. *See Exhibit 2.*

5. Plaintiff is also the owner and holder of a promissory note for the amount of **\$29,300.00**, with annual interest of 3.75%, subscribed on May 15, 1997. *See Exhibit 3.*
6. For the purpose of securing the payment of said promissory note, a voluntary mortgage was executed on the same date, in favor of the plaintiff, under the terms and conditions stipulated and agreed therein, through Deed No. 21. This mortgage is duly recorded at the corresponding Property Registry. *See Exhibit 4.*
7. According to the Property Registry, Reinaldo Fernández Negrón appears as owner of record of the real estate property subject of this case. Said property is described -as it was recorded in Spanish- as follows:

RÚSTICA: Predio de terreno compuesto de veintitrés cuerdas, equivalentes a nueve hectáreas treinta áreas y cincuenta y una centíreas, situado en el barrio Arenas del término municipal de Cidra, Puerto Rico, en lindes por el NORTE, con don Ulpiano Rivera; por el SUR, con don Juan del Fau y una quebrada; por el ESTE, con don Juan López Flores, don Juan del Fau y Mauricio Vélez; y por el OESTE, con la Sucesión de don Pablo Sánchez y don Ulpiano Rivera. Contiene una casa de una sola planta de concreto reforzado dedicada a vivienda con techo de concreto conteniendo sala, comedor, tres cuartos dormitorios, cuarto de baño y cocina.

PROPERTY NUMBER: 4,003, recorded at page 40 of volume 95 of Cidra, Registry of the Property of Puerto Rico, section II of Caguas.

*See Title Search attached as Exhibit 5.*

8. For information and belief, Reinaldo Fernández Negrón passed away.
9. For information and belief, the known members of the Estate of Reinaldo Fernández Negrón are the following individuals:

- (a) Jorge J. Fernández
- (b) José Fernández
- (c) Reinaldo Fernández Freytes
- (d) Nancy Fernández Freytes

10. Codefendants are jointly and severally responsible for all amounts owed to plaintiff, arising from the loan obligations subscribed.
11. John Doe and Richard Roe are included as possible unknown heirs to the Estate above mentioned.
12. According to *P.R. Laws Ann.*, Article 959, (Sec. 2787), defendants have 30 days to either accept or reject their participation in the Estate(s) to which they lawfully belong.
13. It was expressly stipulated in the notes evidencing the indebtedness that default in the payment of any part of the covenant or agreement therein contained will authorize the plaintiff, as payee of said notes, to declare due and payable the total amount of the indebtedness evidenced by said notes and proceed with the execution and/or foreclosure of the mortgages.
14. The defendants herein have failed to comply with terms of the mortgage contracts by failing to pay the installments due on all notes until the present day, and that after declaring all the indebtedness due and payable, defendants owe to the plaintiff, according to the Certification of Indebtedness included herein as *Exhibit 6*, the following amounts:
  - a) On the \$60,700.00 Note:
    - 1) The sum of \$45,511.49, of principal;
    - 2) The sum of \$42,456.30, of interest accrued as of September 30, 2020, and thereafter until its full and total payment, which interest amount increases at the daily rate of \$5.9227;
    - 3) Plus, insurance premium, taxes, advances, late charges, costs, court costs expenses, disbursements and attorney's fees guaranteed under the mortgage obligation.
  - b) On the \$29,300.00 Note, as modified:
    - 1) The sum of \$27,127.08, of principal;
    - 2) The sum of \$19,985.69, of interest accrued as of September 30, 2020,

and thereafter until its full and total payment, which interest amount increases at the daily rate of \$2.7983;

3) Plus, insurance premium, taxes, advances, late charges, costs, court costs expenses, disbursements and attorney's fees guaranteed under the mortgage obligation.

c) The indebtedness evidenced by the aforementioned notes is secured by the mortgages over the properties described in this complaint.

15. A *Status Report Pursuant to Servicemembers Civil Relief Act*, regarding the codefendants, is not attached to this complaint since we were unable to obtain their social security numbers.
16. The real estate property mentioned before is subject to the following liens in the rank indicated:

(A) Property 4,003:

- 1) Recorded liens with preference or priority over mortgage herein recorded:
  - a) None.
- 2) Junior Liens with inferior rank or priority over mortgage herein executed:
  - a) None.

**VERIFICATION**

I, JACQUELINE LAZU LABOY, of legal age, married, executive and resident of Humacao, Puerto Rico, in my capacity as acting LRTF Director of the Farm Service Agency, San Juan, Puerto Rico, under the penalty of perjury, as permitted by Section 1746 of Title 28, United States Code, declare and certify:

- 1) My name and personal circumstances are stated above;
- 2) I subscribed this complaint as the legal and authorized representative of the plaintiff;

- 3) Plaintiff has a legitimate cause of action against the defendants above named which warrants the granting of relief requested in said complaint;
- 4) Defendants are a necessary and legitimate party to this action in view of the fact that they originated or assumed the mortgage obligation subject of this foreclosure, or bought the property subject to said mortgage;
- 5) From the information available to me and based upon the documents in the Farm Service Agency, it appears that defendants have not been declared incompetent by a court of justice with authority to make such a declaration;
- 6) I have carefully read the allegations contained in this complaint and they are true and correct to the best of my knowledge and to the documents contained in the files of the Farm Service Agency;
- 7) I have carefully examined the Exhibits included to this complaint which are true and correct copies of the originals. The mortgage deeds have been duly recorded in the Property Registry.

I make the foregoing declaration under penalty of perjury, as permitted under Section 1746 of Title 28, United States Code.

In San Juan, Puerto Rico, this 7 day of April, 2020.



JACQUELINE LAZULABOY

.....  
PRAYER

WHEREFORE, the plaintiff demands judgment as follows:

- a) That defendant's party pays unto the United States the amounts claimed on this complaint;
- b) Or in default thereof that all legal right, title and interest which the defendants may

have in the property described in this complaint and any building or improvement thereon be sold at public auction and that the monies due to the United States as alleged in the preceding paragraphs be paid out of the proceeds of said sale;

- c) That the defendants and all persons claiming or who may claim by, from or under them be absolutely barred and foreclosed from all rights and equity of redemption in and to said property;
- d) That if the proceeds of such sale be insufficient to cover the amounts specified under paragraph 16 of this prayer, said defendant be adjudged to pay to the United States the total amount of money remaining unsatisfied to said paragraph (a) of this prayer, and execution be issued forthwith against said defendants for the payment of said deficiencies against any of the properties of said defendants;
- e) That if the proceeds of said sale exceed the sum of money to be paid to the United States as aforesaid, any such excess be deposited with the Clerk of this Court subject to further orders from the Court;
- f) That once the property is auctioned and sold, the Clerk of this Court issue a writ addressed to the Registry of the Property ordering the cancellation of the foreclosed mortgage and of any other junior liens recorded therein;
- g) For such further relief as in accordance with law and equity may be proper.

In Guaynabo, Puerto Rico, this <sup>30</sup> <sup>Sent</sup> day of , 2020.

/s/ Juan Carlos Fortuño Fas  
JUAN CARLOS FORTUÑO FAS  
USDCPR 211913

FORTUÑO & FORTUÑO FAS, C.S.P.  
P.O. BOX 9300  
SAN JUAN, PR 00908  
TEL. 787-751-5290  
FAX. 787-751-6155  
Email: [dcfilings@fortuno-law.com](mailto:dcfilings@fortuno-law.com)

## EXHIBIT #1

USDA-FmHA  
Form FmHA 1940-17  
(Rev. 4-92)

## PROMISSORY NOTE

Name <b>REINALDO FERNANDEZ NEGRON</b>		KIND OF LOAN
		Type: _____
		<input type="checkbox"/> Regular <input type="checkbox"/> Limited <input type="checkbox"/> Resource
		Pursuant to: <input type="checkbox"/> Consolidated Farm & Rural Development Act <input type="checkbox"/> Emergency Agricultural Credit Adjustment Act of 1978
		ACTION REQUIRING NOTE
		<input type="checkbox"/> Initial loan <input type="checkbox"/> Subsequent loan <input type="checkbox"/> Consolidated & subsequent loan <input type="checkbox"/> Consolidation <input type="checkbox"/> Conservation easement
		<input type="checkbox"/> Rescheduling <input type="checkbox"/> Rearmortization <input type="checkbox"/> Credit sale <input type="checkbox"/> Deferred payments <input type="checkbox"/> Debt write down
State <b>PUERTO RICO</b>	County <b>GUAYAMA</b>	
Case No. [REDACTED]	Date <b>15/MAYO/1997</b>	
Fund Code <b>44</b>	Loan No. <b>02</b>	

FOR VALUE RECEIVED, the undersigned Borrower and any cosigners jointly and severally promise to pay to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture,

(herein called the "Government"), or its assigns, at its office in AVE. LOS VETERANOS #134.2 GUAYAMA,

PUERTO RICO, or at such other place as the Government may later designate in writing, the principal sum of SESENTA MIL SETECIENTOS ----- dollars

(\$ 60,700.00 -----), plus interest on the unpaid principal balance at the RATE of CINCO ----- percent (5----- %) per annum and

----- dollars (\$ -----) of Noncapitalized interest. If this note is for a Limited Resource loan (indicated in the "Kind of Loan" box above) the Government may CHANGE THE RATE OF INTEREST, in accordance with regulations of the Farmers Home Administration, not more often than quarterly, by giving the Borrower thirty (30) days prior written notice by mail to the Borrower's last known address. The new interest rate shall not exceed the highest rate established in regulations of the Farmers Home Administration for the type of loan indicated above.

Principal and interest shall be paid in -8- installments as indicated below, except as modified by a different rate of interest, on or before the following dates:

\$ 1,921.00 ----- on 01/01/98; \$ 11,960.00 ----- on 01/01/99;  
\$ ----- on -----; \$ ----- on -----;  
\$ ----- on -----; \$ ----- on -----;  
\$ ----- on -----; \$ ----- on -----;  
\$ ----- on -----; \$ ----- on -----;

and \$ 11,960.00 ----- thereafter on 01/01 of each ANO until the principal and interest are fully paid except that the final installment of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and payable . -7 - years from the date of this note, and except that prepayments may be made as provided below. The consideration for this note shall also support any agreement modifying the foregoing schedule of payments.

If the total amount of the loan is not advanced at the time of loan closing, the loan funds shall be advanced to the Borrower as requested by Borrower and approved by the Government. Approval by the Government will be given provided the advance is requested for a purpose authorized by the Government. Interest shall accrue on the amount of each advance from its actual date as shown in the Record of Advances at the end of this note. Borrower authorizes the Government to enter the amount(s) and date(s) of such advance(s) in the Record of Advances.

For each rescheduled, reamortized or consolidated note for applications for Primary and Preservation Loan Service Programs received prior to November 28, 1990, interest accrued to the date of this instrument which is more than 90 days overdue shall be added to principal and such new principal shall accrue interest at the rate evidenced by this instrument. For applications for Primary and Preservation Loan Service Programs received on or after November 28, 1990, all unpaid interest accrued to the date of this instrument shall be added to the principal and such new principal shall accrue interest at the rate evidenced by this instrument.

Every payment made on any indebtedness evidenced by this note shall be applied first to a portion of any interest which accrues during the deferral period, second to accrued interest to the date of the payment on the note account and then to the principal. Nonprogram loans are not eligible for deferral.

Prepayments of scheduled installments, or any portion of these installments, may be made at any time at the option of the Borrower. Refunds and extra payments, as defined in the regulations (7 CFR §1951.8) of the Farmers Home Administration according to the source of funds involved, shall, after payment of interest, to be applied to the last installments to become due under this note and shall not affect the obligation of Borrower to pay the remaining installments as scheduled in this note.

If the Government at any time assigns this note and insures the payment of it, Borrower shall continue to make payments to the Government as collection agent for the holder. While this note is held by an insured holder, prepayments made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on an installment due date basis. The effective date of every payment made by Borrower, except payments retained and remitted by the Government on an installment due date basis, shall be the date of the United States Treasury check by which the Government remits the payment to the holder. The effective date of any prepayment retained and remitted by the Government to the holder on an installment due date basis shall be the date of the prepayment by Borrower, and the Government will pay the interest to which the holder is entitled accruing between such date and the date of the Treasury check to the holder.

Any amount advanced or expended by the Government for the collection of this note or to preserve or protect any security for the loan or otherwise expended under the terms of any security agreement or other instrument executed in connection with the loan evidenced by this note, at the option of the Government shall become a part of and bear interest at the same rate as the principal of the debt evidenced by this note and be immediately due and payable by Borrower to the Government without demand.

Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced by this note shall not be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. Unless the Government consents otherwise in writing, Borrower will operate such property as a farm if this is a Farm Ownership loan.

If "Consolidation and subsequent loan," "Debt write down," "Consolidation," "Rescheduling," or "Reamortization" is indicated in the "Action Requiring Note" block above, this note is given to consolidate, reschedule or reamortize, but not in satisfaction of the unpaid principal and interest on the following described note(s) or assumption agreement(s)(new terms):

FUND CODE/ LOAN NO.	FACE AMOUNT	INT. RATE	DATE	ORIGINAL BORROWER	LAST INSTALL. DUE
\$	%		, 19		, 19
\$	%		, 19		, 19
\$	%		, 19		, 19
\$	%		, 19		, 19
\$	%		, 19		, 19
\$	%		, 19		, 19
\$	%		, 19		, 19

Security instruments taken in connection with the loans evidenced by these described notes and other related obligations are not affected by this consolidating, rescheduling or reamortizing. These security instruments shall continue to remain in effect and the security given for the loans evidenced by the described notes shall continue to remain as security for the loan evidenced by this note, and for any other related obligations.

**REFINANCING (GRADUATION) AGREEMENT:** If at any time it shall appear to the Government that the Borrower may be able to obtain financing from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, at the Government's request, apply for and accept a loan(s) in sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary stock. The provisions of this paragraph do not apply if the loan represented by this promissory note was made to the Borrower as a non-program loan.

**HIGHLY ERODIBLE LAND AND WETLAND CONSERVATION AGREEMENT:** IT: Borrower recognizes that the loan described in this note will be in default should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity as further explained in 7 CFR Part 1940, Subpart G, Exhibit M. If (1) the term of the loan exceeds January 1, 1990, but not January 1, 1995, and (2) Borrower intends to produce an agricultural commodity on highly erodible land that is exempt from the restrictions of Exhibit M until either January 1, 1990, or two years after the Soil Conservation Service (SCS) has completed a soil survey for the Borrower's land, whichever is later, the Borrower further agrees that, prior to the loss of the exemption from the highly erodible land conservation restrictions found in 7 CFR Part 12, Borrower must demonstrate that Borrower is actively applying on that land which has been determined to be highly erodible, a conservation plan approved by the SCS or the appropriate conservation district in accordance with SCS's requirements. Furthermore, if the term of the loan exceeds January 1, 1995, Borrower further agrees that Borrower must demonstrate prior to January 1, 1995, that any production of an agricultural commodity on highly erodible land after that date will be done in compliance with a conservation system approved by SCS or the appropriate conservation district in accordance with SCS's requirements.

**DEFAULT:** Failure to pay when due any debt evidenced by this note or perform any covenant of agreement under this note shall constitute default under this and any other instrument evidencing a debt of Borrower owing to, insured or Guaranteed by the Government or securing or otherwise relating to such debt; and default under any such other instrument shall constitute default under this note. **UPON ANY SUCH DEFAULT,** the Government at its option may declare all or any part of any such indebtedness immediately due and payable.

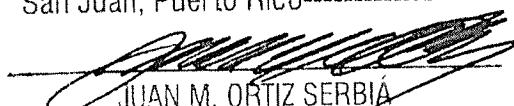
This Note is given as evidence of a loan to Borrower made or insured by the Government pursuant to the Consolidated Farm and Rural Development Act, or the Emergency Agricultural Credit Adjustment Act of 1978 and for the type of loan as indicated in the "Kind of Loan" block above. This Note shall be subject to the present regulations of the Farmers Home Administration and to its future regulations not inconsistent with the express provisions of this note.

Presentment, protest, and notice are waived.

#### CERTIFICATION

I, Juan M. Ortiz Serbiá, of legal age, married, & resident of Guayama, Puerto Rico. In my <sup>(SEAL)</sup> official capacity as State Executive Director of the Farm Service Agency, U.S. Department of Agriculture, hereby declare under penalty of perjury that this is a true and exact copy of the original document which I have under my custody.

San Juan, Puerto Rico-----



JUAN M. ORTIZ SERBIÁ  
State Executive Director



REINALDO FERNANDEZ NEGRÓN (Borrower)

PO BOX 1318

CIDRA PUERTO RICO 00739

#### RECORD OF ADVANCES

AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
TOTAL					

Forma FmHA 427-1(S) PR  
(Rev. 10)



NUERO VEINTE (20)  
NUMBER

HIPOTECA VOLUNTARIA  
VOLUNTARY MORTGAGE

En GUAYAMA, PUERTO RICO HOY QUINCE (15) DE MAYO DEL  
AÑO MIL NOVECIENTOS NOVENTA Y SIETE (1997).

ANTE MI  
BEFORE ME

LIVIA E. ROVIRA DE FUSTER

Abogado y Notario Público de la Isla de Puerto Rico con residencia en GUAYAMA--  
Attorney and Notary Public for the Island of Puerto Rico, with residence in

PUERTO RICO ----- y oficina en GUAYAMA, PUERTO RICO. -----  
and office in Puerto Rico.

COMPARCEN  
APPEAR

Las personas nombradas en el párrafo DUODECIMO de esta hipoteca denominada  
The persons named in paragraph TWELFTH of this mortgage

dos de aquí en adelante el "deudor hipotecario" y cuyas circunstancias personales  
hereinafter called the "mortgagor" and whose personal circumstances

aparecen de dicho párrafo.-----  
appear from said paragraph.

Doy fe del conocimiento personal de los comparecientes, así como por sus dichos  
I, the Notary, attest to the personal knowledge of the appearing parties, as well as to their

de su edad, estado civil, profesión y vecindad.-----  
statements which I believe to be true of their age, civil status, profession and residence.

Aseguran hallarse en el pleno goce de sus derechos civiles, la libre administración  
They assure me that they are in full enjoyment of their civil rights, and the free administration

de sus bienes y teniendo a mi juicio la capacidad legal necesaria para este otorgamiento  
of their property, and they have, in my judgment, the necessary legal capacity to grant this  
voluntary mortgage.

EXPONEN  
WITNESSETH:

PRIMERO: El deudor hipotecario es dueño de la finca o fincas descritas en el  
FIRST: That the mortgagor is the owner of the farm or farms described in

párrafo UNDECIMO así como de todos los derechos e intereses en las mismas,  
paragraph ELEVENTH of this mortgage, and of all rights and interest in the same

denominada de aquí en adelante "los bienes".-----  
hereinafter referred to as "the property".

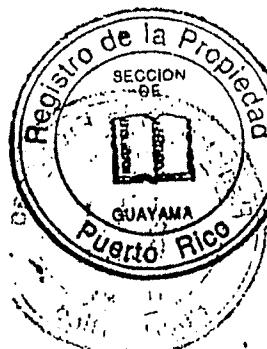
SEGUNDO: Que los bienes aquí hipotecados están sujetos a los gravámenes que  
SECOND: That the property mortgaged herein is subject to the liens

se especifican en el párrafo UNDECIMO.  
specified in paragraph ELEVENTH herein.

TERCERO: Que el deudor hipotecario viene obligado para con Estados Unidos de  
THIRD: That the mortgagor has become obligated to the United States

América, actuando por conducto de la Administración de Hogares de Agricultura  
of America, acting through the Farmers Home Administration,

res, denominado de aquí en adelante el "acreedor hipotecario", en relación con  
hereinafter called the "mortgagee" in connection with



un préstamo o préstamos evidenciado por uno o más pagarés o convenios de sub-  
a loan or loans evidenced by one or more promissory note(s) or assumption agreement(s)

rogación, denominado en adelante el "pagaré" sean uno o más. Se requiere por  
hereinafter called "the note" whether one or more. It is required by

el Gobierno que se hagan pagos adicionales mensuales de una doceava parte de  
the Government that additional monthly payments of one-twelfth of the

las contribuciones, avalúos (impuestos), primas de seguros y otros cargos que se  
taxes, assessments, insurance premiums and other charges

hayan estimado sobre la propiedad hipotecada.  
estimated against the property.

**CUARTO:** Se sobreentiende que:  
**FOURTH:** It is understood that:

(Uno) El pagaré evidencia un préstamo o préstamos al deudor hipotecario por la  
(One) The note evidences a loan or loans to the mortgagor in the

suma de principal especificada en el mismo, concedido con el propósito y la inten-  
principal amount specified therein made with the purpose and intention

ción de que el acreedor hipotecario puede ceder el pagaré en cualquier tiempo y  
that the mortgagee, at any time, may assign the note and

asegurar su pago de conformidad con el Acta de mil novecientos sesenta y uno  
insure the payment thereof pursuant to the Act of Nineteen Hundred and Sixty-One

consolidando la Administración de Hogares de Agricultores o el Título Quinto de  
consolidating the Farmers Home Administration or Title Five of

la Ley de Hogares de mil novecientos cuarenta y nueve, según han sido enmenda-  
the Housing Act of Nineteen Hundred and Forty-Nine, as amended.

das.

(Dos) Cuando el pago del pagaré es garantizado por el acreedor hipotecario, puede  
(Two) When payment of the note is guaranteed by the mortgagee

ser cedido de tiempo en tiempo y cada tenedor de dicho pagaré a su vez será el  
it may be assigned from time to time and each holder of the insured note, in turn,

prestamista asegurado.  
will be the insured lender.

(Tres) Cuando el pago del pagaré es asegurado por el acreedor hipotecario, el acre-  
(Three) When payment of the note is insured by the mortgagee, the

dor hipotecario otorgará y entregará al prestamista asegurado conjuntamente con  
mortgagee will execute and deliver to the insured lender along

el pagaré un endoso de seguro garantizando totalmente el pago de principal e in-  
with the note an insurance endorsement insuring the payment of the note fully as to principal

tereses de dicho pagaré.  
and interest.

(Cuatro) En todo tiempo que el pago del pagaré esté asegurado por el acreedor  
(Four) At all times when payment of the note is insured by the mortgagee,

hipotecario, el acreedor hipotecario, por convenio con el prestamista asegurado,  
the mortgagee by agreement with the insured lender

determinarán en el endoso de seguro la porción del pago de intereses del pagaré  
set forth in the insurance endorsement will be entitled to a specified portion of the interest pay-

que será designada como "cargo anual".  
ments on the note, to be designated the "annual charge".

(Cinco) Una condición del aseguramiento de pago del pagaré será de que el tene-  
(Five) A condition of the insurance of payment of the note will be that the holder

dor cederá todos sus derechos y remedios contra el deudor hipotecario y cuales-  
will forego his rights and remedies against the mortgagor and any



Forma Fmtb 427-1(S) PR  
(Rev. 1/1)

quiero os en relación con /' o préstamo a . como también a los beneficios  
others in connection with said lo/ weli as any benefit-----

de esta hipoteca y aceptará en su lugar los beneficios del seguro, y a requerimiento  
of this mortgage, and will accept the benefits of such insurance in lieu thereof, and upon the

del acreedor hipotecario endosará el pagaré al acreedor hipotecario en caso de  
mortgagor's request will assign the note to the mortgagee should the mortgagor-----

violación de cualquier convenio o estipulación aquí contenida o en el pagaré o en  
violate any covenant or agreement contained herein, in the note, or any-----

cualquier convenio suplementario por parte del deudor.  
supplementary agreement.-----

(Seis) Entre otras cosas, es el propósito e intención de esta hipoteca, que en todo  
(Six) It is the purpose and intent of this mortgage that, among other things,-----

tiempo cuando el pagaré esté en poder del acreedor hipotecario, o en el caso en  
at all times when the note is held by the mortgagee, or in the event the-----

que el acreedor hipotecario ceda esta hipoteca sin asegurar el pagaré, esta hipoteca  
mortgagee should assign this mortgage without insurance of the note, this mortgage-----

garantizará el pago del pagaré pero cuando el pagaré esté en poder de un presta-  
shall secure payment of the note; but when the note is held by an insured-----

mista asegurado, esta hipoteca no garantizará el pago del pagaré o formará parte  
lender, this mortgage shall not secure payment of the note or attach to-----

de la deuda evidenciada por el mismo, pero en cuanto al pagaré y a dicha deuda,  
the debt evidenced thereby, but as to the note and such debt-----

constituirá una hipoteca de indemnización para garantizar al acreedor hipotecario  
shall constitute an indemnity mortgage to secure the mortgagee-----

contra cualquier pérdida bajo el endoso de seguro por causa de cualquier incum-  
against loss under its insurance endorsement by reason of any default-----

plimiento por parte del deudor hipotecario.  
by the mortgagor.-----

QUINTO: Que en consideración al préstamo y (a) en todo tiempo que el pagaré  
FIFTH: That, in consideration of said loan and (a) at all times when the note-----

sea conservado por el acreedor hipotecario, o en el caso de que el acreedor hipote-  
is held by the mortgagee, or in the event the mortgagee-----

cario ceda la presente hipoteca sin el seguro de pago del pagaré y en garantía del  
should assign this mortgage without insurance of the payment of the note, in guarantee of the-----

importe del pagaré según se especifica en el subpárrafo (Uno) del Párrafo NOVE-  
amount of the note as specified in subparagraph (one) of paragraph NINTH-----

NO con sus intereses al tipo estipulado y para asegurar el pronto pago de dicho  
hereof, with interest at the rate stipulated, and to secure prompt payment of the-----

pagaré, su renovación cualquier convenio contenido en el mismo, o extensión y  
note and any renewals and extensions thereof and any agreements contained therein,-----

(b) en todo tiempo que el pagaré sea poseído por el prestamista asegurado en garan-  
(b) at all times when the note is held by an insured lender, in guarantee-----

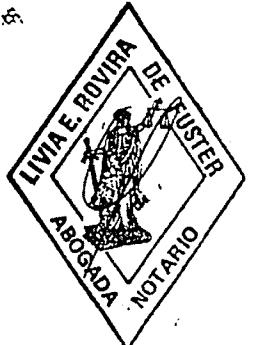
tía de las sumas especificadas en el subpárrafo (Dos) del párrafo NOVENO aquí  
of the amounts specified in subparagraph 9Two of paragraph NINTH hereof-----

consignado para garantizar el cumplimiento del convenio del deudor hipotecario  
for securing the performance of the mortgagor's agreement-----

de indemnizar y conservar libre al acreedor hipotecario contra pérdidas bajo el en-  
herein to indemnify and save harmless the mortgagee against loss under its-----

doso de seguro por razón de incumplimiento del deudor hipotecario y (c) en cual-  
insurance endorsements by reason of any default by the mortgagor, and (c) in any-----

quier caso y en todo tiempo en garantía de las sumas adicionales consignadas en el  
event and at all times whatsoever, in guarantee of the additional amounts specified in-----



subpárrafo (Tres) del párrafo NOVENO este instrumento y para asegurar el  
subparagraph (Three) of paragraph NINTH hereof, and to secure the

cumplimiento de todos y cada uno de los convenios y del deudor hipotecario aquí  
performance of every covenant and agreement of the mortgagor

contenidos o en cualquier otro convenio suplementario, el deudor hipotecario por  
contained herein or in any supplementary agreement, the mortgagor

la presente constituye hipoteca voluntaria a favor del acreedor hipotecario sobre  
hereby constitutes a voluntary mortgage in favor of the mortgagee on

los bienes descritos en el párrafo UNDECIMO más adelante, así como sobre los  
the property described in paragraph ELEVENTH hereof, together with all rights,

derechos, intereses servidumbres, derechos hereditarios, adhesiones pertenecientes  
interests easements, hereditaments and appurtenances thereto belonging,

a los mismos, toda renta, créditos, beneficios de los mismos, y todo producto e  
the rents, issues and profits thereof and revenues and

ingreso de los mismos, toda mejora o propiedad personal en el presente o que en  
income therefrom, all improvements and personal property now or

el futuro se adhiera o que sean razonablemente necesarias para el uso de los mismos,  
later attached thereto or reasonably necessary to the use thereof,

sobre las aguas, los derechos de agua o acciones en los mismos, pertenecientes a  
all water, water rights and shares in the same pertaining to

las fincas o a todo pago que en cualquier tiempo se adeude al deudor hipotecario  
the farms and all payments at any time owing to the mortgagor

por virtud de la venta, arrendamiento, transferencia, enajenación o expropiación  
by virtue of any sale, lease, transfer, conveyance or total or

total o parcial de o por daños a cualquier parte de las mismas o a los intereses sobre  
partial condemnation of or injury to any part thereof or interest

ellas, siendo entendido que este gravámen quedará en toda su fuerza y vigor hasta  
therein, it being understood that this lien will continue in full force and effect until

que las cantidades especificadas en el párrafo NOVENO con sus intereses antes y  
all amounts as specified in paragraph NINTH hereof, with interest before and

después del vencimiento hasta que los mismos hayan sido pagados en su totalidad.  
after maturity until paid, have been paid in full.

En caso de ejecución, los bienes responderán del pago del principal, los intereses  
In case of foreclosure, the property will be answerable for the payment of the principal, interest

antes y después de vencimiento, hasta su total solvente, pérdida sufrida por el acreedor  
thereon before and after maturity until paid, losses sustained by the

deudor hipotecario como asegurador del pagaré, contribuciones, prima de seguro o cualquier  
mortgagee as insurer of the note, taxes, insurance premiums, and

quier otro desembolso o adelanto por el acreedor hipotecario por cuenta del deudor  
other disbursements and advances by the mortgagee for the mortgagor's account

hipotecario con sus intereses hasta que sean pagados al acreedor hipotecario, costas,  
with interest until repaid to the mortgagee, costs, expenses and

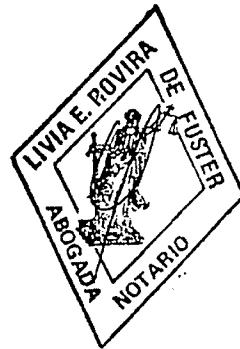
gastos y honorarios de abogado del acreedor hipotecario, toda extensión o renovación  
attorney's fees of the mortgagee all extensions and renewals of any of

vación de dichas obligaciones con intereses sobre todas y todo otro cargo o suma  
said obligations, with interest on all and all other charges and additional

adicional especificada en el párrafo NOVENO de este documento.  
amounts as specified in paragraph NINTH hereof.

SEXTO: El deudor hipotecario expresamente conviene lo siguiente:  
SIXTH: That the mortgagor specifically agrees as follows:

(Uno) Pagar al acreedor hipotecario prontamente a su vencimiento cualquier deuda  
(One) To pay promptly when due any indebtedness



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aquí garantizada e indemnizar y preservar libre y gratuita al acreedor hipotecario  
to the mortgagee hereby secured and indemnify and save harmless the mortgagee against any

bajo el seguro del pago del pagaré por incumplimiento del deudor hipotecario.  
loss under its insurance of payment of the note by reason of any default by the mortgagor.

En todo tiempo cuando el pagaré sea poseído por el prestamista asegurado, el  
At all times when the note is held by an insured lender, the

deudor hipotecario continuará haciendo los pagos contra dicho pagaré al acreedor  
mortgagor shall continue to make payments on the note to the mortgagee,

hipotecario como agente cobrador del tenedor del mismo.  
as collection agent for the holder.

(Dos) A pagar al acreedor hipotecario una cuota inicial por inspección y tasación  
(Two) To pay to the Mortgagee any initial fees for inspection and appraisal

y cualquier cargo por delincuencia requerido en el presente o en el futuro por los  
and any delinquency charges, now or hereafter required by

reglamentos de la Administración de Hogares de Agricultores.  
regulations of the Farmer's Home Administration.

(Tres) En todo tiempo cuando el pagaré sea poseído por un prestamista asegurado.  
(Three) At all times when the note is held by an insured lender,

rado, cualquier suma adeudada y no pagada bajo los términos del pagaré, menos  
any amount due and unpaid under the terms of the note, less

la cantidad o carga anual, podrá ser pagada por el acreedor hipotecario al tenedor  
the amount of the annual charge, may be paid by the mortgagee to the holder

del pagaré bajo los términos provistos en el pagaré y en el endoso de seguro referido  
of the note to the extent provided in the insurance endorsement

en el párrafo CUARTO anterior por cuenta del deudor hipotecario.  
referred to in paragraph FOURTH hereof for the account of the mortgagor.

Cualquier suma vencida y no pagada bajo los términos del pagaré, sea éste poseído  
Any amount due and unpaid under the terms of the note, whether it is held

por el acreedor hipotecario o por el prestamista asegurado, podrá ser creditada  
by the mortgagee or by an insured lender, may be credited

por el acreedor hipotecario al pagaré y en su consecuencia constituirá un adelanto  
by the mortgagee on the note and thereupon shall constitute an advance

por el acreedor hipotecario por cuenta del deudor hipotecario.  
by the mortgagee for the account of the mortgagor.

Cualquier adelanto por el acreedor hipotecario tal como se describe en este sub-  
Any advance by the mortgagee as described in this

párrafo devengará intereses a razón del CINCO (5%)  
subparagraph shall bear interest at the rate of

por ciento ( 5% )  
per cent ( 5% )

anual a partir de la fecha en que venció el pago hasta la fecha en que el deudor  
per annum from the date on which the amount of the advance was due to the date of payment

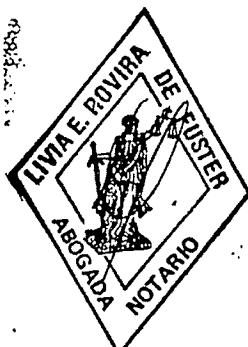
hipotecario lo satisfaga.  
to the mortgagee.

(Cuatro) Fuere o no el pagaré asegurado por el acreedor hipotecario, cualquier  
(Four) Whether or not the note is insured by the mortgagor, any

todo adelanto hecho por el acreedor hipotecario para prima de seguro, repa-  
all amount advanced by the mortgagee for property insurance premiums, repairs,

aciones, gravámenes u otra reclamación en protección de los bienes hipoteca-  
tions and other claims, for the protection of the mortgaged property,

los o para contribuciones o impuestos u otro gasto similar por razón de haber  
for taxes or assessments or other similar charges by reason of the



el deudor hipotecario dejado pagar por nismos, devengará intere, a razón  
mortgagor's failure to pay the same, shall bear interest at the rate

del tipo estipulado en el subpárrafo anterior desde la fecha de dichos adelantos  
stated in the next preceding subparagraph from the date of the advance

hasta que los mismos sean satisfechos por el deudor hipotecario.  
until repaid to the mortgagor.

(Cinco) Todo adelanto hecho por el acreedor hipotecario descrito en esta hipo-  
(Five) All advances made by mortgagee as described in this mortgage,

teca con sus intereses vencerá inmediatamente y será pagadero por el deudor hipo-  
with interest, shall be immediately due and payable by the mortgagor

teario al acreedor hipotecario sin necesidad de requerimiento alguno en el sitio  
to mortgagee without demand at the

designado en el pagaré y será garantizado por la presente hipoteca. Ningún adelanto  
place designated in the note and shall be guaranteed hereby. No such advance

hecho por el acreedor hipotecario no relevará al deudor hipotecario de su obligación  
by mortgagee shall relieve the mortgagor from breach of his covenant

del convenio de pagar. Dichos adelantos, con sus intereses, se reembolsarán de los  
to pay. Such advances, with interest shall be repaid from the

primeros pagos recibidos del deudor hipotecario. Si no hubieren adelantos, todo  
first available collections received from mortgagor. Otherwise, any payments

pago verificado por el deudor hipotecario podrá ser aplicado al pagaré o a cualquier  
payment made by mortgagor may be applied on the note or any

otra deuda del deudor hipotecario aquí garantizada en el orden que el acreedor  
indebtedness to mortgagee secured hereby, in any order mortgagee

hipotecario determinare.  
determine.

(Seis) Usar el importe del préstamo evidenciado por el pagaré únicamente para  
(Six) To use the loan evidenced by the note solely

los propósitos autorizados por el acreedor hipotecario.  
for purposes authorized by mortgagee.

(Siete) A pagar a su vencimiento las contribuciones, impuestos especiales, gravá-  
(Seven) To pay when due all taxes, special assessments, liens

menes y cargas que graven los bienes o los derechos o intereses del deudor hipo-  
and charges encumbering the property or the right or interest of mortgagee

teario bajo los términos de esta hipoteca.  
under the terms of this mortgage.

(Ocho) Obtener y mantener seguro contra incendio y otros riesgos según requie-  
(Eight) To procure and maintain insurance against fire and other hazards as required

ra el acreedor hipotecario sobre los edificios y las mejoras existentes en los bie-  
by mortgagee on all existing buildings and improvements on the pro-

nes o cualquier otra mejora introducida en el futuro. El seguro contra fuego y  
perty and on any buildings and improvements put there on in the future. The insurance against

otros riesgos serán en la forma y por las cantidades, términos y condiciones que  
fire and other hazards will be in the form and amount and on terms and conditions

aprobaré el acreedor hipotecario.  
approved by mortgagee.

(Nueve) Conservar los bienes en buenas condiciones y prontamente verificar las  
(Nine) To keep the property in good condition and promptly make all

reparaciones necesarias para la conservación de los bienes; no cometerá ni per-  
necessary repairs for the conservation of the property; he will not commit nor

mitirá que se cometa ningún deterioro de los bienes; ni removrá ni demolo-  
permit to be committed any deterioration of the property; he will not remove nor demolish

*[Signature]*



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ningún edificio o mejora en los terrenos, ni cortará ni removerá madera de la finca, any building or improvement on the property; nor will he cut or remove wood from the farm

ni removerá ni permitirá que se renueve grava, arena, aceite, gas, carbón u otros minerales sin el consentimiento del acreedor hipotecario y prontamente llevará away without the consent of mortgagee, and will promptly carry out

a efecto las reparaciones en los bienes que el acreedor hipotecario requiera de tiempo to time. Mortgagor shall comply with such farm conservation practices

en suelo y los planes de la finca y del hogar que el acreedor hipotecario de tiempo en and farm and home management plans as mortgagee from time to

tiempo pueda prescribir.-----  
time may prescribe.

(Diez) Si esta hipoteca se otorga para un préstamo a dueño de finca según se identifica en los reglamentos de la Administración de Hogares de Agricultores, el deudor in the regulations of the Farmers Home Administration, mortgagor

hipotecario personalmente operará los bienes por sí y por medio de su familia como will personally operate the property with his own and his family labor as a farm and for no other

una finca y para ningún otro propósito y no arrendará la finca ni parte de ella a purpose and will not lease the farm or any part of it-----

menos que el acreedor hipotecario consienta por escrito en otro método de operación unless mortgagee agrees in writing to any other method of operation-----

ción o al arrendamiento.-----  
or lease.

(Once) Someterá en la forma y manera que el acreedor hipotecario requiera la (Eleven) To submit in the form and manner mortgagee may require,

información de sus ingresos y gastos y cualquier otra información relacionada con information as to his income and expenses and any other information in regard to the

la operación de los bienes y cumplirá con todas las leyes, ordenanzas y reglamentos operation of the property, and to comply with all laws, ordinances, and regulations-----

que afecten los bienes o su uso.-----  
affecting the property or its use.

(Doce) El acreedor hipotecario, sus agentes y abogados, tendrán en todo tiempo el (Twelve) Mortgagee, its agents and attorneys, shall have the right at all reasonable times-----

derecho de inspeccionar y examinar los bienes con el fin de determinar si la garantía to inspect and examine the property for the purpose of ascertaining whether or not

otorgada está siendo mermada o deteriorada y si dicho examen o inspección determines that the security given is being lessened or impaired, and if such inspection or examination shall-----

minare, a juicio del acreedor hipotecario, que la garantía otorgada está siendo meno disclose, in the judgment of mortgagee, that the security given is being lessened-----

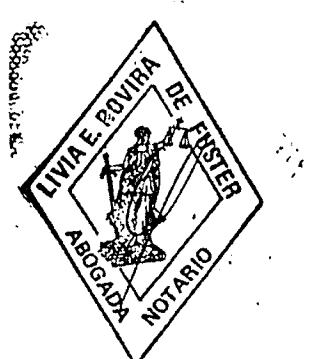
mada o deteriorada, tal condición se considerará como una violación por parte del or impaired, such condition shall be deemed a breach by the-----

deudor hipotecario de los convenios de esta hipoteca.-----  
mortgagor of the covenants of this mortgage.

(Trece) Si cualquier otra persona detentare con o impugnare el derecho de posesión (Thirteen) If any other person interferes with or contests the right of possession-----

al deudor hipotecario a los bienes, el deudor hipotecario inmediatamente notificará the mortgagor to the property, the mortgagor will immediately notify-----

al acreedor hipotecario de dicha acción y el acreedor hipotecario, a su opción, mortgagee of such action, and mortgagee at its option-----



podrá instituir aquellos procedimientos que fueren necesarios en defensa de sus  
may institute the necessary proceedings in defense of its

intereses y los gastos y desembolsos incurrido por el acreedor hipotecario en dichos  
interest, and any costs or expenditures incurred by mortgagee by said

procedimientos, serán cargados a la deuda del deudor hipotecario y se considerarán  
proceedings will be charged to the mortgage debt and considered

garantizados por esta hipoteca dentro del crédito adicional de la cláusula hipotecaria  
by this mortgage within the additional credit of the mortgage clause

para adelantos, gastos y otros pagos.  
for advances, expenditures and other payments.

(Catorce) Si el deudor hipotecario en cualquier tiempo mientras estuviere vigente  
(Fourteen) If the mortgagor at any time while this mortgage remains in effect

esta hipoteca, abandonare los bienes o voluntariamente se los entregase al acre-  
this mortgage, should abandon the property or voluntarily deliver it to mortgagee,

dor hipotecario, el acreedor hipotecario es por la presente autorizado y con pode-  
mortgagee is hereby authorized and empowered

res para tomar posesión de los bienes, arrendarlos y administrar los bienes y cobrar  
to take possession of the property, to rent and administer the same and collect

sus rentas, beneficios e ingresos de los mismos y aplicarlos en primer término a los  
the rents, benefits, and income from the same and apply them first to the

gastos de cobro y administración y en segundo término al pago de la deuda eviden-  
costs of collection and administration and secondly to the payment of the debt evidenced

ciada por el pagaré o cualquier otra deuda del deudor hipotecario y aquí garantizada,  
by the note or any indebtedness to mortgagee hereby guaranteed;

en el orden y manera que el acreedor hipotecario determinare.  
in what ever order and manner mortgagee may determine.

(Quince) En cualquier tiempo que el acreedor hipotecario determinare que el deudor  
(Fifteen) At any time that mortgagee determines that mortgagor

hipotecario puede obtener un préstamo de una asociación de crédito para produc-  
may be able to obtain a loan from a credit association for production

ción, de un Banco Federal u otra fuente responsable, cooperativa o privada, a un  
a Federal Bank or other responsible source, cooperative or private, at a

tipo de interés y términos razonables para préstamos por tiempo y propósitos  
rate of interest and reasonable periods of time and purposes,

similares, el deudor hipotecario, a requerimiento del acreedor hipotecario, solicitará  
mortgagor, at mortgagee's request will apply for and accept

y aceptará dicho préstamo en cantidad suficiente para pagar por las acciones ne-  
said loan in sufficient amount to pay the note and any other indebtedness secured hereby and to

sarias en la agencia cooperativa en relación con dicho préstamo.  
purchase any necessary shares of stock in the cooperative agency in regard to said loan.

(Diecisiete) El incumplimiento de cualesquiera de las obligaciones garantizadas  
(Sixteen) Should default occur in the performance or discharge of any obligation secured

por esta hipoteca, o si el deudor hipotecario o cualquier otra persona incluida como  
by this mortgage, or should mortgagor, or any one of the persons herein called

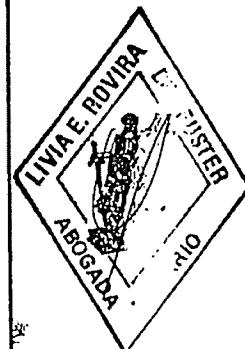
deudor hipotecario faltare en el pago de cualquier cantidad o violare o no cumpliera  
mortgagor, default in the payment of any amounts or violate or fail to comply

con cualquier cláusula, condición, estipulación o convenio o acuerdo aquí contenido  
with any clause, condition, stipulation, covenant, or agreement contained herein,

o en cualquier convenio suplementario, o falleciere o se declarare o fuere declarado  
or in any supplementary agreement, or die or be declared an

incompetente, en quiebra, insolvente o hiciere una cesión en beneficio de sus acre-  
incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of

*J. P. R.*



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dores, o los bienes o parte de ellos, cualquier interés en los mismos fueren cedidos, creditors, or should the property or any part thereof or interest therein be assigned,

vendidos, arrendados, transferidos o gravados voluntariamente o de otro modo, sold, leased, transferred, conveyed, or encumbered, voluntarily or otherwise,

sin el consentimiento por escrito del acreedor hipotecario, el acreedor hipotecario es without the written consent of mortgagee, mortgagee is

irrevocablemente autorizado y con poderes, a su opción y sin notificación: (Uno) a irrevocably authorized and empowered, at its option, and without notice: (One) to

declarar toda deuda no pagada bajo los términos del pagaré o cualquier otra deuda declare all amounts unpaid under the note, and any indebtedness

al acreedor hipotecario aquí garantizada, inmediatamente vencida y pagadera y to the mortgagee secured hereby, immediately due and payable and

proceder a su ejecución de acuerdo con la ley y los términos de la misma; (Dos) to foreclose this mortgage in accordance with law and the provisions hereof; (Two) to

incurrir y pagar los gastos razonables para la reparación o mantenimiento de los to incur and pay reasonable expenses for the repair and maintenance of the

bienes y cualquier gasto u obligación que el deudor hipotecario no pagó según se property and any expenses and obligations that mortgagor did not pay as

conviniere en esta hipoteca, incluyendo las contribuciones, impuestos, prima de agreed in this mortgage, including taxes, assessments, insurance premium,

seguro y cualquier otro pago o gasto para la protección y conservación de los bienes and any other expenses or costs for the protection and preservation of the property

y de esta hipoteca o incumplimiento de cualquier precepto de esta hipoteca y (Tres) and this mortgage, or for compliance with any of the provisions of this mortgage; and (Three)

de solicitar la protección de la ley. request the protection of the law.

(Diecisiete) El deudor hipotecario pagará o reembolsará al acreedor hipotecario (Seventeen) Mortgagor will pay, or reimburse mortgagee

todos los gastos necesarios para el fiel cumplimiento de los convenios y acuerdos for all necessary expenses for the fulfillment of the covenants and agreements

de esta hipoteca, los del pagaré y en cualquier otro convenio suplementario, in-of this mortgage and of the note and of any supplementary agreement, including

cluyendo los gastos de mensura, evidencia de título, costas, inscripción y hono-the costs of survey, evidence of title, court costs, recordation fee and

rarios de abogado. attorney's fees.

(Dieciocho) Sin afectar en forma alguna los derechos del acreedor a requerir y (Eighteen) Without in any manner affecting the right of the mortgagee to require and

hacer cumplir en una fecha subsiguiente a los mismos los convenios, acuerdos u enforce performance at a subsequent date of the same, similar or other covenant, agreement

obligaciones aquí contenidos o similares u otros convenios, y sin afectar la respons-obligation herein set forth, and without affecting the liability

sabilidad de cualquier persona para el pago del pagaré o cualquier otra deuda aquí of any person for payment of the note or any indebtedness

garantizada y sin afectar el gravámen impuesto sobre los bienes o la prioridad del secured hereby, and without affecting the lien created upon said property or the priority of

gravámen, el acreedor hipotecario es por la presente autorizado y con poder en said lien, the mortgagee is hereby authorized and empowered at

todo tiempo (Uno) renunciar el cumplimiento de cualquier convenio u obli-gation (one) waive the performance of any covenant or obligation

gación aquí contenida o en el pagaré o en cualquier convenio suplementario (Dos) contained herein or in the note or any supplementary agreement; (two)



negociar con el deudor hipotecario o conceder al deudor hipotecario cualquier deal in any way with mortgagor or grant to mortgagor any indulgencia o tolerancia o extensión de tiempo para el pago del pagaré (con el indulgence or forbearance or extension of the time for payment of the note (with the consentimiento del tenedor de dicho pagaré cuando esté en manos de un prestatario, y aquí garantizada) o para el pago de cualquier deuda a favor del acreedor hipotecario asegurado) o para el pago de cualquier deuda a favor del acreedor hipotecario, y aquí garantizada; o (Tres) otorgar y entregar cancelaciones parciales de cualquier parte de los bienes de la hipoteca aquí constituida u otorgar deferimiento o part of said property from the lien hereby created or grant defersment or postergación de esta hipoteca a favor de cualquier otro gravámen constituido sobre postponement of this mortgage to any other lien over dichos bienes. (Diecinueve) Todos los derechos, título e interés en y sobre la presente hipoteca, (Nineteen) All right, title and interest in or to this mortgage, incluyendo pero no limitando el poder de otorgar consentimientos, cancelaciones parciales, subordinación, cancelación total, radica sola y exclusivamente en el subordinations, and satisfaction, shall be vested solely and exclusively in acreedor hipotecario y ningún prestamista asegurado tendrá derecho, título o interest in mortgagee, and no insured lender shall have any right, title or interest terés alguno en o sobre el gravámen y los beneficios aquí contenidos. in or to the lien or any benefits herein contained. (Veinte) El incumplimiento de esta hipoteca constituirá incumplimiento de cualesquier otra hipoteca, préstamo refaccionario, o hipoteca de bienes muebles poseída quiera otra hipoteca, préstamo refaccionario, or mortgage of other real estate or crop or chattel mortgage held o asegurada por el acreedor hipotecario y otorgada o asumida por el deudor hipotecario; y el incumplimiento de cualesquiera de dichos instrumentos de garantía and default under any such other security instrument shall constituirá incumplimiento de esta hipoteca. constitute default hereunder. (Veintiuno) Todo aviso que haya de darse bajo los términos de esta hipoteca será remitido por correo certificado a menos que se disponga lo contrario por ley, y será dirigido hasta tanto otra dirección sea designada en un aviso dado al efecto, en el caso del acreedor hipotecario a Administración de Hogares de Agricultores, in the case of mortgagee to Farmers Home Administration, Departamento de Agricultura de Estados Unidos, San Juan, Puerto Rico, y en el United States Department of Agriculture, San Juan, Puerto Rico, and in the caso del deudor hipotecario, a él a la dirección postal de su residencia según se especifica más adelante. (Veintidos) El deudor hipotecario por la presente cede al acreedor hipotecario caso of mortgagor to him at the post office address of his residence as stated (Twenty-Two) Mortgagor by these presents grants to mortgagee.



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el importe de cualquier sentencia obtenido por expropiación forzosa para uso  
the amount of any judgment obtained by condemnation proceedings for public

público de los bienes o parte de ellos así como también el importe de la sentencia  
use of the property or any part thereof as well as the amount of any judgment

por daños causados a los bienes. El acreedor hipotecario aplicará el importe así  
for damages caused to the property. The mortgagee will apply the amount so

recibido al pago de los gastos en que incurriere en su cobro y el balance al pago del  
received to the payment of costs incurred in its collection and the balance to the payment

pagaré y cualquier cantidad adeudada al acreedor hipotecario garantizada por esta  
of the note and any indebtedness to the mortgagee secured by this

hipoteca, y si hubiere algún sobrante, se reembolsará al deudor hipotecario.  
mortgage, and if any amount then remains, will pay such amount to mortgagor.

SEPTIMO: Para que sirva de tipo a la primera subasta que deberá celebrarse en caso  
SEVENTH: That for the purpose of the first sale to be held in case

de ejecución de esta hipoteca; de conformidad con la ley hipotecaria, según enmendada  
foreclosure of this mortgage, in conformity with the mortgage law, as amended.

dada, el deudor hipotecario por la presente tasa los bienes hipotecados en la suma  
mortgagor does hereby appraise the mortgaged property in the amount

de SESENTA MIL SETECIENTOS (\$60,700.00) DOLARES.  
of

distribuyéndose la responsabilidad en la hipoteca por partes iguales entre las fincas así como la tasación.

OCTAVO: El deudor hipotecario por la presente renuncia al trámite de requerimiento  
EIGHTH: Mortgagor hereby waives the requirement of law and agrees to be

y se considerará en mora sin necesidad de notificación alguna por parte  
considered in default without the necessity of any notification of default or demand for pay-

del acreedor hipotecario. Esta hipoteca está sujeta a los reglamentos de la Administración  
on the part of mortgagee. This mortgage is subject to the rules and regulations of the

ministración de Hogares de Agricultores ahora en vigor y a futuros reglamentos,  
Farmers Home Administration now in effect, and to its future regulations

no inconsistentes con los términos de esta hipoteca, así como también sujeta a  
not inconsistent with the provisions of this mortgage, as well as to the

las leyes del Congreso de Estados Unidos de América que autorizan la asignación  
laws of the Congress of the United States of America authorizing the making and

y aseguramiento del préstamo antes mencionado.  
insuring of the loan hereinbefore mentioned.

NOVENO: Las cantidades garantizadas por esta hipoteca son las siguientes:  
NINTH: The amounts guaranteed by this mortgage are as follows:

Una. En todo tiempo cuando el pagaré relacionado en el párrafo TERCERO de  
One. At all times when the note mentioned in paragraph THIRD of

esta hipoteca sea poseído por el acreedor hipotecario o en caso que el acreedor  
this mortgage is held by mortgagee, or in the event mortgagee

hipotecario cediere esta hipoteca sin asegurar el pagare: SESENTA MIL  
should assign this mortgage without insurance of the note.

SETECIENTOS DOLARES ----- DOLARES (\$ 60,700.00 )  
DOLLARS { \$

el principal de dicho pagaré, con sus intereses según estipulados a razón del  
the principal amount of said note, together with interest as stipulated therein at the rate of

CINCO ----- por ciento ( 5% ----- 0/o) anual;  
per cent ( 5% ----- 0/o) per annum;



Dos. En todo tiempo cuando el pagaré es poseído por un prestamista asegurado:  
Two. At all times when said note is held by an insured lender:

(A) SESENTA MIL SETECIENTOS -----  
(A)

DOLARES (\$60,700.00)  
DOLLARS (\$

para indemnizar al acreedor hipotecario por adelantos al prestamista asegurado  
for indemnifying the mortgagee for advances to the insured lender-----

por motivo del incumplimiento del deudor hipotecario de pagar los plazos segun  
by reason of mortgagor's failure to pay the installments as-----

se especifica en el pagaré, con intereses según se especifica en el párrafo SEXTO,  
specified in the note, with interest as stated in paragraph SIXTH,-----

Tercero:-----  
Three:-----

(B) NOVENTA Y UN MIL CINCUENTA -----  
(B)

DOLARES (\$ 91,050.00)  
DOLLARS (\$

para indemnizar al acreedor hipotecario además contra cualquier pérdida que pueda  
for indemnifying the mortgagee further against any loss it might-----

sufrir bajo su seguro de pago del pagaré.  
sustain under its insurance of payment of the note;-----

Tres. En cualquier caso y en todo tiempo;  
Three. In any event and at all times whatsoever:-----

(A) VEINTICUATRO MIL DOSCIENTOS OCHENTA DOLARES -----  
(A)

(\$ 24,280.00----- ) para intereses después de mora;  
(\$ ) for default interest;-----

(B) DOCE MIL CIENTO CUARENTA DOLARES -----  
(B)

(\$ 12,140.00----- ) para contribuciones, seguro y otros adelantos para la con-  
(\$ ) for taxes, insurance and other advances for the preservation-----

servación y protección de esta hipoteca, con intereses al tipo estipulado en el párrafo  
and protection of this mortgage, with interest at the rate stated in paragraph-----

SEXTO, Tercero;  
SIXTH, Three:-----

(C) SEIS MIL SETENTA DOLARES -----  
(C)

(\$ 6,070.00----- ) para costas, gastos y honorarios de abogado en caso  
(\$ ) for costs, expenses and attorney's fees in case-----

de ejecución;  
of foreclosure:-----

(D) SEIS MIL SETENTA DOLARES -----  
(D)

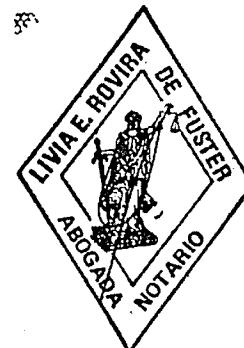
(\$ 6,070.00----- ) para costas y gastos que incurriera el acreedor hipoteca-  
(\$ ) for costs and expenditures incurred by the mortgagee in-----

rio en procedimientos para defender sus intereses contra cualquier persona que inter-  
proceedings to defend its interests against any other person interfering with-----

venga o impugne el derecho de posesión del deudor hipotecario a los bienes según  
or contesting the right of possession of mortgagor to the property as-----

se consigna en el párrafo SEXTO, Trece.  
provided in paragraph (SIXTH, Thirteen,-----

*A.P.*



Forma 427-1(S) PR  
(Rev. 7-82)DECIMO: Que el (los) pagaré que se hace referencia en el párrafo TERCERO  
TENTH: That the note(s) referred to in paragraph THIRDde esta hipoteca es (son) descripto(s) como sigue:  
of this mortgage is (are) described as follows:"Pagaré otorgado en el caso número  
"Promissory note executed in case number  
[REDACTED]

[REDACTED]

fechado el dia  
dated theQUINCE (15) -- de MAYO ----- de mil novecientos  
day of  
nineten hundred andNOVENTA Y SIETE (1997) -- por la suma de SESENTA MIL -----  
in the amount ofSETECIENTOS (\$60,700.00) ----- dólares de principal más  
of principal plusintereses sobre el balance del principal adeudado a razón del CINCO -----  
interest over the unpaid balance at the rate of----- (5%) por ciento anual.  
(5%) percent per annum.

hasta tanto su principal sea totalmente satisfecho según los términos, plazos, condiciones y estipulaciones contenida en dicho pagaré y según acordados y convenidos entre el Prestatario y el Gobierno; excepto el pago final del total de la deuda aquí representada, de no haber sido satisfecho con anterioridad, vencerá y será pagadero a los SIETE (7) -----

años de la fecha de este pagaré. ---  
years from the date of this promissory note.Dicho pagaré ha sido otorgado como evidencia de un préstamo concedido por el  
Said promissory note is given as evidence of a loan made by the  
Gobierno al Prestatario de conformidad con la Ley del Congreso de los Estados Unidos de América denominada "Consolidated Farm and Rural Development Act of 1961" o de conformidad con el "Title V of the Housing Act of 1949", según  
Government to the borrower pursuant to the law of the Congress of the United States of America known as "Consolidated Farm and Rural Development Act of 1961" or pursuant to "Title V of the Housing Act of 1949", ashan sido enmendadas y está sujeto a los presentes reglamentos de la Administración  
amended, and is subject to the present regulations of the Farmers Home Administration and to its future regulations not inconsistent with theLey. De cuya descripción, yo, el Notario Autorizante, DOY FE,  
express provision thereof. Of which description I, the authorizing Notary, GIVE FAITH.  
UNDECIMO: Que la propiedad objeto de la presente escritura y sobre la que seELEMENTO: That the property object of this deed and over which  
constituye Hipoteca Voluntaria, se describe como sigue:  
Voluntary mortgage is constituted, is described as follows:

A)---RUSTICA: Predio de terreno compuesto de veintitrés cuerdas (23.00 cdas.), equivalentes a nueve (9) hectáreas, treinta (30) áreas y cincuenta y una (51) centiáreas, situado en el Barrio Arenas, del término municipal de Cidra, Puerto Rico. En lindes por el NORTE con dñ Ulpiano Rivera; por el SUR con don Juan del Fau y una quebrada; por el ESTE con don Juan López Flores, don Juan del Fau y don Mauricio Vélez; y por el OESTE con la Sucesión de don Pablo Sánchez y don Ulpiano Rivera. -----

---Inscrita al folio cuarenta (40) del tomo noventa y cinco (95) de Cidra, finca número cuatro mil tres (4,003), Registro de la Propiedad de Caguas, inscripción segunda. -----

B)---RUSTICA: Predio de terreno compuesto de ciento treinta y cinco cuerdas con setenta y seis centímos de otra (135.76 cdas), equivalentes a cincuenta y tres (53) hectáreas, treinta y cinco (35) áreas y treinta y seis (36) centiáreas, situadas en los Barrios Carite y Real del los municipios de Guayama y Patillas, Puerto Rico respectivamente. En lindes por el NORTE con Inés Torres, Elisa Vega, Carlos García, Manuel Sánchez y Manuel Cruz; por el SUR con Pedro Torres y Eugenio Ramos; por el ESTE con Teodoro Rivera, Juan de Jesús y Antonio Bermúdez; y por el OESTE con Inés Torres, Rafael Roca, Damaso Caraballo y José B. Martínez. De esta finca radican ciento cinco con setenta y seis céntimos en el Barrio Real del término municipal de Patillas, Puerto Rico y treinta cuerdas en el barrio Carite del término municipal de Guayama, Puerto Rico. ----

---Inscrita al folio noventa y uno (91) del tomo ciento cuarenta y tres (143), de Guayama, finca número dos mil ciento noventa y cinco (2,195), en cuanto a la parte de la finca que radica en el Barrio Carite de Guayama; y al folio setenta y ocho (78) del tomo setenta y nueve (79) de Patillas, finca número mil ciento sies (1,106), en cuanto a la parte que radica en el Barrio Real de Patillas. -----

---Adquirió el prestatario la finca descrita bajo la letra "A" por Liquidación de la Sociedad de Bienes, según consta más detalladamente en la escritura número treinta y cuatro (34) de fechada treinta (30) de septiembre del año mil novecientos

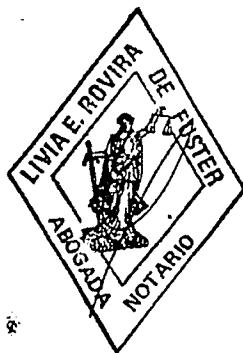


sesenta y ocho (1968), ante el notario público Félix Torres Santos, en San Juan, la cual consta debidamente inscrita en el Registro de la Propiedad. -----

---Adquirió también la finca descrita bajo la letra "B" por compra a la señora Rosa I. Surla Campos, según escritura fechada el día veinticinco (25) de marzo del año mil novecientos setenta y siete (1977), ante el notario público Octavio Malavé Torres, en San Juan, la cual consta debidamente inscrita en el Registro de la Propiedad. -----

---Dichas propiedades se encuentran afectas a las cargas que surjan del Registro de la Propiedad las cuales son conocidas tanto por el compareciente como por el Acreedor Hipotecario.

---DUODECIMO: Que comparece en la presente  
escritura como DEUDOR HIPOTECARIO: DON REINALDO  
FERNANDEZ NEGRON, número de Seguro Social copiado  
literalmente: [REDACTED] mayor de edad,  
soltero, propietario y vecino de San Juan, Puerto  
Rico.-----



-14-B-

Forma 427-1(S) PR  
(Rev. 1-72)

para fines agrícolas y la construcción y/o reparación y/o mejoras de las instalaciones  
for agricultural purposes and the construction and/or repair or improvement of the physical  
físicas en la finca(s) descrita(s).  
installations on the described farm(s).

DECIMO CUARTO: El prestatario ocupará personalmente y usará cualquier estructura  
FOURTEENTH: The borrower will personally occupy and use any structure

que haya sido construida, mejorada o comprada con el importe del préstamo  
constructed, improved or purchased with the proceeds of the loan

aquí garantizado y no arrendará o usará para otros fines dicha estructura a menos  
herein guaranteed and shall not lease or use for other purposes said structure unless

que el Gobierno lo consienta por escrito. La violación de esta cláusula como la  
the Government so consents in writing. Violation of this clause as well as

violación de cualquiera otro convenio o cláusula aquí contenida ocasionará el  
violation of any other agreement or clause herein contained will cause

vencimiento de la obligación como si todo el término hubiese transcurrido y en  
the debt to become due as if the whole term had elapsed and the

aptitud el Gobierno de declarar vencido o pagadero el préstamo y proceder a la  
Government at its option may declare due and payable the loan and proceed to

ejecución de la hipoteca.  
the foreclosure of the mortgage.

DECIMO QUINTO: Esta hipoteca se extiende expresamente a toda construcción  
FIFTEENTH: This mortgage expressly extends to all construction

o edificación existente en la(s) finca(s) antes descrita(s) y a toda mejora, construcción  
or building existing on the farm(s) hereinbefore described and all improvement,

o edificación que se construya en dicha finca(s) durante la vigencia del préstamo  
construction or building constructed on said farm(s) while the

tales hipotecarios constituidos a favor del Gobierno, verificada por los actuales  
mortgage loans constituted in favor of the Government is in effect, made by the present

deudores o por sus cesionarios o causahabientes.  
owners or by their assignees or successors.

DECIMO SEXTO: El deudor hipotecario por la presente renuncia mancomunada  
SIXTEENTH: The mortgagor by these presents hereby waives jointly and

y solidariamente por sí y a nombre de sus herederos causahabientes, sucesores o  
severally for himself and on behalf of his heirs, assignees, successors or

representantes a favor del acreedor (Administración de Hogares de Agricultores),  
representatives, in favor of mortgagee (Farmers Home Administration)

cualesquier derecho de Hogar Seguro (Homeestead) que en el presente o en el futuro  
any Homestead right (Homeestead) that presently or in the future

pudiera tener en la propiedad descrita en el párrafo undécimo y en los edificios  
he may have in the property described in paragraph eleventh and in the buildings

allí encalvados o que en el futuro fueran construidos; renuncia esta permitida  
thereon or which in the future may be constructed; thus waiver being permitted

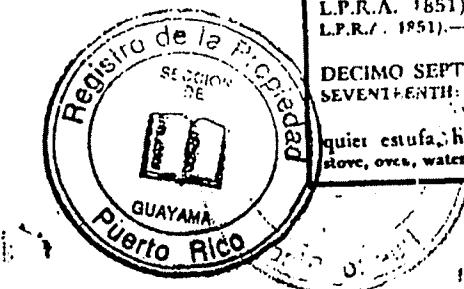
a favor de la Administración de Hogares de Agricultores por la Ley Número trece  
in favor of the Farmers Home Administration by Law Number Thirteen

(13) del veintiocho (28) de mayo de mil novecientos sesenta y nueve (1969) (31)  
(13) of the twenty-eights of May, nineteen hundred sixty-nine (1969) (31)

L.P.R.A. 1851)  
L.P.R.A. 1851).

DECIMO SEPTIMO: El acreedor y el deudor hipotecario convienen en que cual  
SEVENTEENTH: Mortgagee and mortgagor agree that any

cualquier estufa, horno, calentador comprado o financiado total o parcialmente con  
stove, oven, water heater, purchased or financed completely or partially with



fondos del préstamo aquí garantizado, se considerará e interpretará como parte  
funds of the loan herein guaranteed, will be considered and understood to form part

de la propiedad gravada por esta Hipoteca.  
of the property encumbered by this Mortgage.

DECIMO OCTAVO: El deudor hipotecario se compromete y se obliga a mudarse  
EIGHTEENTH: The mortgagor agrees and obligates himself to move

y a ocupar la propiedad objeto de esta escritura dentro de los próximos sesenta  
and occupy the property object of this deed within the following sixty

días a partir de la fecha de la inspección final; y en caso de circunstancias impre-  
days from the date of final inspection, and in the event of unforeseen circumstances

vistas fuera del control del deudor hipotecario que le impidiera mudarse, éste lo  
beyond his control which would impede him to do so, he will

notificará por escrito al Supervisor Local.  
notify it in writing to the County Supervisor.

DECIMO NOVENO: Toda mejora, construcción o edificación que se construya  
NINETEENTH: All improvement, construction or building constructed

en dicha finca durante la vigencia antes mencionada deberá ser construida previa-  
on said farm(s) during the term hereinbefore referred to, must be made with the previous

autorización por escrito del acreedor hipotecario conforme a los reglamentos pre-  
consent in writing of mortgagee in accordance with present regulations

sentes y aquellos futuros que se promulgaren de acuerdo a las leyes federales y  
future ones that may be promulgated pursuant to the federal and

locales no inconsistentes o incompatibles con las leyes actuales que gobiernan  
local laws not inconsistent or incompatible with the present laws which govern

estos tipos de préstamos.  
these types of loans.

VIGESIMO: Este instrumento garantiza asimismo el rescate o recuperación de  
TWENTIETH: This instrument also secures the recapture of

cualquier crédito por intereses o subsidio que pueda otorgarse a los prestatarios  
any interest credit or subsidy which may be granted to the borrower(s) by the

por el Gobierno de acuerdo con las disposiciones del Título Cuarentidos del Código  
Government pursuant to Forty-Two

de Estados Unidos Sección Mil Cuatrocientos Noventa-a (42 U.S.C. 1490a)  
U.S.C. Fourteen Ninety-a (42 U.S.C. 1490a)

—El Acreedor Hipotecario denominado Farmers Home Administration  
o Administración de Hogares para Agricultores ha cambiado su nom-  
bre y hoy día se llama Farm Service Agency o Agencia de Servicios  
Agrícola. La Notario da fe de este cambio.

—VIGESIMO PRIMERO: Por tratarse éste de un préstamo de Recursos  
Limitados, el Gobierno puede cambiar el porcentaje de interés de  
acuerdo con los reglamentos de la Administración de Hogares de  
Agricultores (Farm Service Agency), no más frecuente que trimes-  
tralmente, notificando por correo al prestatario con treinta días  
de anticipación a su última dirección. El nuevo tipo de interés  
no deberá exceder al porcentaje de interés más alto establecido en  
los reglamentos de la Administración de Hogares de Agricultores  
(Farm Service Agency) para el tipo de préstamo arriba indicado.



Forma Fm\*\*\* 427-1(S) PR  
(Rev. 10)ACEPTACION  
ACCEPTANCE

El (los) comparecientes ACEPTAN esta escritura en la forma redactada una vez  
 The appearing party (parties) ACCEPT(S) this deed in the manner drawn once

yo, el Notario autorizante, le (les) hice las advertencias legales pertinentes.  
 I, the authorizing Notary, have made to him (them) the pertinent legal warnings.

Ast lo dicen y otorgan ante mí, el Notario autorizante, el (los) compareciente(s)  
 So they say and execute before me, the authorizing Notary, the appearing party (parties)

sin requerir la presencia de testigos después de renunciar su derecho a ello del que  
 without demanding the presence of witnesses after waiving his (their) right to do so of which

le(s) advirtí.  
 I advised him (them).

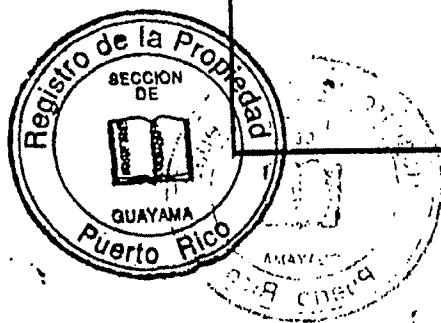
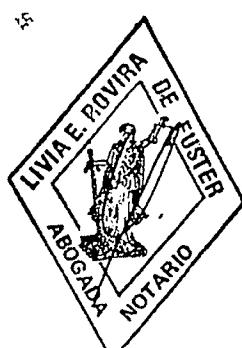
Después de ser leída esta escritura por el (los) compareciente(s), se ratifica(n)  
 After this deed was read by the appearing party (parties) he (they) ratify its

en su contenido, pone(n) sus iniciales en cada uno de los folios de esta escritura  
 contents, place(s) his (their) initials on each of the folios of this deed

incluyendo el último y la firma(n) todos ante mí, el Notario autorizante, que DOY  
 including the last one, and all sign before me, the authorizing Notary who GIVES

FE de todo el contenido de esta escritura.  
 FAITH to everything contained in this deed.





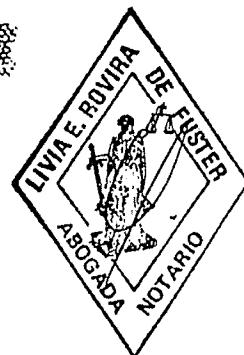
(Firmado, signado, sellado y rubricado)  
LIVIA E. ROVIRA DE FUSTER

Firmado por el otorgante:

Reinaldo Fernández Negrón

Las iniciales del otorgante aparecen en cada folio del original, en el cual hay adheridos y cancelados con el de esta Notaría los correspondientes sellos de Rentas Internas y del Impuesto Notarial del Colegio de Abogados de Puerto Rico. El documento consta de once (11) folios.

La precedente primera copia es una fiel y exacta del contenido de su original que bajo el número preinserto obra en el protocolo de instrumentos públicos de esta Notaría a mi cargo correspondiente al año mil novecientos noventa y siete (1997) a que me remito. En fe de ello y solicitud de Estados Unidos de América, libro la presente, dejando anotada su saca al margen de su matriz.  
DOY FE.



#### CERTIFICATION

I, Juan M. Ortiz Serbiá, of legal age, married, a resident of Guayama, Puerto Rico. In my official capacity as State Executive Director of the Farm Service Agency, U.S. Department of Agriculture, hereby declare under penalty of perjury that this is a true and exact copy of the original document which I have under my custody.

San Juan, Puerto Rico

JUAN M. ORTIZ SERBIÁ  
State Executive Director

Inscribo el presente documento en los folios  
94 y 95 de los Títulos 143 y 137 de Guayama  
y 1º anillas, fincas 2195 y 1106, ins. 23º res-  
ponsablemente. Ademas de la liquidación que  
se adjunta documenta el certificado que indica  
que la misma afecta a la liquidación de  
la Corporación Agrícola para \$180,718.00  
y se una demanda a favor del Banco Santander  
para \$25,000.00. Requiere ante mí, 12 de mayo de 1998.

S. A. Díaz



USDA-FmHA  
Form FmHA 1940-17  
(Rev. 4-92)

PROMISSORY NOTE

Name <b>REINALDO FERNANDEZ NEGRON</b>		KIND OF LOAN	
		Type: _____	<input type="checkbox"/> Regular <input type="checkbox"/> Limited <input type="checkbox"/> Resource
		Pursuant to: <input type="checkbox"/> Consolidated Farm & Rural Development Act <input checked="" type="checkbox"/> Emergency Agricultural Credit Adjustment Act of 1978	
State <b>PUERTO RICO</b>		ACTION REQUIRING NOTE	
County <b>GUAYAMA</b>		<input type="checkbox"/> Initial loan <input type="checkbox"/> Subsequent loan <input type="checkbox"/> Consolidated & subsequent loan <input type="checkbox"/> Consolidation <input type="checkbox"/> Conservation easement	<input type="checkbox"/> Rescheduling <input type="checkbox"/> Reamortization <input type="checkbox"/> Credit sale <input type="checkbox"/> Deferred payments <input type="checkbox"/> Debt write down
Case No. [REDACTED]		Date <b>15/MAYO/1997</b>	
Fund Code <b>43</b>		Loan No. <b>01</b>	

FOR VALUE RECEIVED, the undersigned Borrower and any cosigners jointly and severally promise to pay to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture,

(herein called the "Government"), or its assigns, at its office in AVE. LOS VETERANOS #134.2 GUAYAMA,  
PUERTO RICO

, or at such other place as the Government may later designate in writing, the principal sum of  
**'VEINTINUEVE MIL TRESCIENTOS ----- dollars**  
**29,300.00 -----** ), plus interest on the unpaid principal balance at the RATE of  
**TRES PUNTO SETENTA Y CINCO ----- percent ( 3.75 ----- %) per annum and**

----- dollars (\$ ----- )  
of Noncapitalized interest. If this note is for a Limited Resource loan (indicated in the "Kind of Loan" box above) the Government may CHANGE THE RATE OF INTEREST, in accordance with regulations of the Farmers Home Administration, not more often than quarterly, by giving the Borrower thirty (30) days prior written notice by mail to the Borrower's last known address. The new interest rate shall not exceed the highest rate established in regulations of the Farmers Home Administration for the type of loan indicated above.

Principal and interest shall be paid in -16- installments as indicated below, except as modified by a different rate of interest, on or before the following dates:

\$ 696.00 ----- on 01/01/98 ; \$ 2,729.00 ----- on 01/01/99 ;  
\$ ----- on ----- ; \$ ----- on ----- ;  
\$ ----- on ----- ; \$ ----- on ----- ;  
\$ ----- on ----- ; \$ ----- on ----- ;  
\$ ----- on ----- ; \$ ----- on ----- ;  
\$ ----- on ----- ; \$ ----- on ----- ;

and \$ 2,729.00 ----- thereafter on 01/01 of each ANOS until the principal and interest are fully paid except that the final installment of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and payable -15- years from the date of this note, and except that prepayments may be made as provided below. The consideration for this note shall also support any agreement modifying the foregoing schedule of payments.

If the total amount of the loan is not advanced at the time of loan closing, the loan funds shall be advanced to the Borrower as requested by Borrower and approved by the Government. Approval by the Government will be given provided the advance is requested for a purpose authorized by the Government. Interest shall accrue on the amount of each advance from its actual date as shown in the Record of Advances at the end of this note. Borrower authorizes the Government to enter the amount(s) and date(s) of such advance(s) in the Record of Advances.

For each rescheduled, reamortized or consolidated note for applications for Primary and Preservation Loan Service Programs received prior to November 28, 1990, interest accrued to the date of this instrument which is more than 90 days overdue shall be added to principal and such new principal shall accrue interest at the rate evidenced by this instrument. For applications for Primary and Preservation Loan Service Programs received on or after November 28, 1990, all unpaid interest accrued to the date of this instrument shall be added to the principal and such new principal shall accrue interest at the rate evidenced by this instrument.

Every payment made on any indebtedness evidenced by this note shall be applied first to a portion of any interest which accrues during the deferral period, second to accrued interest to the date of the payment on the note account and then to the principal. Nonprogram loans are not eligible for deferral.

Prepayments of scheduled installments, or any portion of these installments, may be made at any time at the option of the Borrower. Refunds and extra payments, as defined in the regulations (7 CFR §1951.8) of the Farmers Home Administration according to the source of funds involved, shall, after payment of interest, to be applied to the last installments to become due under this note and shall not affect the obligation of Borrower to pay the remaining installments as scheduled in this note.

If the Government at any time assigns this note and insures the payment of it, Borrower shall continue to make payments to the Government as collection agent for the holder. While this note is held by an insured holder, prepayments made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on an installment due date basis. The effective date of every payment made by Borrower, except payments retained and remitted by the Government on an installment due date basis, shall be the date of the United States Treasury check by which the Government remits the payment to the holder. The effective date of any prepayment retained and remitted by the Government to the holder on an installment due date basis shall be the date of the prepayment by Borrower, and the Government will pay the interest to which the holder is entitled accruing between such date and the date of the Treasury check to the holder.

Any amount advanced or expended by the Government for the collection of this note or to preserve or protect any security for the loan or otherwise expended under the terms of any security agreement or other instrument executed in connection with the loan evidenced by this note, at the option of the Government shall become a part of and bear interest at the same rate as the principal of the debt evidenced by this note and be immediately due and payable by Borrower to the Government without demand.

Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced by this note shall not be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. Unless the Government consents otherwise in writing, Borrower will operate such property as a farm if this is a Farm Ownership loan.

If "Consolidation and subsequent loan," "Debt write down," "Consolidation," "Rescheduling," or "Reamortization" is indicated in the "Action Requiring Note" block above, this note is given to consolidate, reschedule or reamortize, but not in satisfaction of the unpaid principal and interest on the following described note(s) or assumption agreement(s)(new terms):

FUND CODE/ LOAN NO.	FACE AMOUNT	INT. RATE	DATE	ORIGINAL BORROWER	LAST INSTALL. DUE
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19

Security instruments taken in connection with the loans evidenced by these described notes and other related obligations are not affected by this consolidating, rescheduling or reamortizing. These security instruments shall continue to remain in effect and the security given for the loans evidenced by the described notes shall continue to remain as security for the loan evidenced by this note, and for any other related obligations.

**REFINANCING (GRADUATION) AGREEMENT:** If at any time it shall appear to the Government that the Borrower may be able to obtain financing from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, at the Government's request, apply for and accept a loan(s) in sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary stock. The provisions of this paragraph do not apply if the loan represented by this promissory note was made to the Borrower as a non-program loan.

**HIGHLY ERODIBLE LAND AND WETLAND CONSERVATION AGREEMENT** Borrower recognizes that the loan described in this note will be in default should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity as further explained in 7 CFR Part 1940, Subpart G, Exhibit M. If (1) the term of the loan exceeds January 1, 1990, but not January 1, 1995, and (2) Borrower intends to produce an agricultural commodity on highly erodible land that is exempt from the restrictions of Exhibit M until either January 1, 1990, or two years after the Soil Conservation Service (SCS) has completed a soil survey for the Borrower's land, whichever is later, the Borrower further agrees that, prior to the loss of the exemption from the highly erodible land conservation restrictions found in 7 CFR Part 12, Borrower must demonstrate that Borrower is actively applying on that land which has been determined to be highly erodible, a conservation plan approved by the SCS or the appropriate conservation district in accordance with SCS's requirements. Furthermore, if the term of the loan exceeds January 1, 1995, Borrower further agrees that Borrower must demonstrate prior to January 1, 1995, that any production of an agricultural commodity on highly erodible land after that date will be done in compliance with a conservation system approved by SCS or the appropriate conservation district in accordance with SCS's requirements.

**DEFAULT:** Failure to pay when due any debt evidenced by this note or perform any covenant of agreement under this note shall constitute default under this and any other instrument evidencing a debt of Borrower owing to, insured or Guaranteed by the Government or securing or otherwise relating to such debt; and default under any such other instrument shall constitute default under this note. **UPON ANY SUCH DEFAULT,** the Government at its option may declare all or any part of any such indebtedness immediately due and payable.

This Note is given as evidence of a loan to Borrower made or insured by the Government pursuant to the Consolidated Farm and Rural Development Act, or the Emergency Agricultural Credit Adjustment Act of 1978 and for the type of loan as indicated in the "Kind of Loan" block above. This Note shall be subject to the present regulations of the Farmers Home Administration and to its future regulations not inconsistent with the express provisions of this note.

Presentment, protest, and notice are waived.

#### CERTIFICATION

I, Juan M. Ortiz Serbiá, of legal age, married, a resident of Guayama, Puerto Rico. In my <sup>(SEAL)</sup> official capacity as State Executive Director of the Farm Service Agency, U.S. Department of Agriculture, hereby declare under penalty of perjury that this is a true and exact copy of the original document which I have under my custody.

San Juan, Puerto Rico-----



REYNALDO FERNANDEZ NEGRON

(Borrower)

PO Box 1318

Cidra, Puerto Rico 00739



JUAN M. ORTIZ SERBIÁ  
State Executive Director

#### RECORD OF ADVANCES

AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
TOTAL		\$		\$	

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(Rev. 10-8)



NUMBER VEINTIUNO  
NUMBER

HIPOTECA VOLUNTARIA  
VOLUNTARY MORTGAGE

En GUAYAMA, PUERTO RICO HOY QUINCE (15) DE MAYO DEL AÑO  
in  
MIL NOVECIENTOS NOVENTA Y SIETE (1997) -----

ANTE MI  
BEFORE ME

LIVIA E. ROVIRA DE FUSTER -----

Abogado y Notario Público de la Isla de Puerto Rico con residencia en GUAYAMA -  
Attorney and Notary Public for the Island of Puerto Rico, with residence in

PUERTO RICO ----- y oficina en GUAYAMA, PUERTO RICO. -----  
and office in Puerto Rico.

COMPARCEN  
APPEAR

Las personas nombradas en el párrafo DUODECIMO de esta hipoteca denominan-  
The persons named in paragraph TWELFTH of this mortgage -----

dos de aquí en adelante el "deudor hipotecario" y cuyas circunstancias personales  
hereinafter called the "mortgagor" and whose personal circumstances -----

aparecen de dicho párrafo.  
appear from said paragraph. -----

Doy fe del conocimiento personal de los comparecientes, así como por sus dichos  
I, the Notary, attest to the personal knowledge of the appearing parties, as well as to their -----

de su edad, estado civil, profesión y vecindad. -----  
statements which I believe to be true of their age, civil status, profession and residence. -----

Aseguran hallarse en el pleno goce de sus derechos civiles, la libre administración  
They assure me that they are in full enjoyment of their civil rights, and the free administration -----

de sus bienes y teniendo a mi juicio la capacidad legal necesaria para este otorga-  
of their property, and they have, in my judgment, the necessary legal capacity to grant this -----

miento. -----  
voluntary mortgage. -----

EXPONEN  
WITNESSETH:

PRIMERO: El deudor hipotecario es dueño de la finca o fincas descritas en el  
FIRST: That the mortgagor is the owner of the farm or farms described in -----

párrafo UNDECIMO así como de todos los derechos e intereses en las mismas,  
paragraph ELEVENTH of this mortgage, and of all rights and interest in the same -----

denominada de aquí en adelante "los bienes". -----  
hereinafter referred to as "the property". -----

SEGUNDO: Que los bienes aquí hipotecados están sujetos a los gravámenes que  
SECOND: That the property mortgaged herein is subject to the liens  
se especifican en el párrafo UNDECIMO. -----  
specified in paragraph ELEVENTH herein. -----

TERCERO: Que el deudor hipotecario viene obligado para con Estados Unidos de  
THIRD: That the mortgagor has become obligated to the United States -----

América, actuando por conducto de la Administración de Hogares de Agriculto-  
of America, acting through the Farmers Home Administration, -----

res, denominado de aquí en adelante el "acreedor hipotecario", en relación con  
hereinafter called the "mortgagee" in connection with -----



un préstamo o préstamos evidenciado por uno o más pagarés o convenio sub-  
a loan or loans evidenced by one or more promissory note(s) or assumption agreement(s)

rogación, denominado en adelante el "pagaré" sean uno o más. Se requiere por  
hereinafter called "the note" whether one or more. It is required by

el Gobierno que se hagan pagos adicionales mensuales de una doceava parte de  
the Government that additional monthly payments of one-twelfth of the

las contribuciones, avalúos (impuestos), primas de seguros y otros cargos que se  
taxes, assessments, insurance premiums and other charges

hayan estimado sobre la propiedad hipotecada.  
estimated against the property.

**CUARTO:** Se sobreentiende que:  
**FOURTH:** It is understood that:

(Uno) El pagaré evidencia un préstamo o préstamos al deudor hipotecario por la  
(One) The note evidences a loan or loans to the mortgagor in the

suma de principal especificada en el mismo, concedido con el propósito y la inten-  
principal amount specified therein made with the purpose and intention

ción de que el acreedor hipotecario puede ceder el pagaré en cualquier tiempo y  
that the mortgagee, at any time, may assign the note and

asegurar su pago de conformidad con el Acta de mil novecientos sesenta y uno  
insure the payment thereof pursuant to the Act of Nineteen Hundred and Sixty-One

consolidando la Administración de Hogares de Agricultores o el Título Quinto de  
consolidating the Farmers Home Administration or Title Five of

la Ley de Hogares de mil novecientos cuarenta y nueve, según han sido enmenda-  
the Housing Act of Nineteen Hundred and Forty-Nine, as amended.

dadas.

(Dos) Cuando el pago del pagaré es garantizado por el acreedor hipotecario, puede  
(Two) When payment of the note is guaranteed by the mortgagor

ser cedido de tiempo en tiempo y cada tenedor de dicho pagaré a su vez será el  
it may be assigned from time to time and each holder of the insured note, in turn,

prestamista asegurado.  
will be the insured lender.

(Tres) Cuando el pago del pagaré es asegurado por el acreedor hipotecario, el acre-  
(Three) When payment of the note is insured by the mortgagor, the

dor hipotecario otorgará y entregará al prestamista asegurado conjuntamente con  
mortgagee will execute and deliver to the insured lender along

el pagaré un endoso de seguro garantizando totalmente el pago de principal e in-  
with the note an insurance endorsement insuring the payment of the note fully as to principal

tereses de dicho pagaré.  
and interest.

(Cuatro) En todo tiempo que el pago del pagaré esté asegurado por el acreedor  
(Four) At all times when payment of the note is insured by the mortgagor,

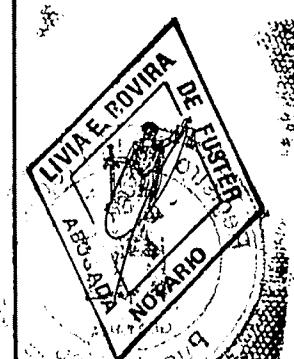
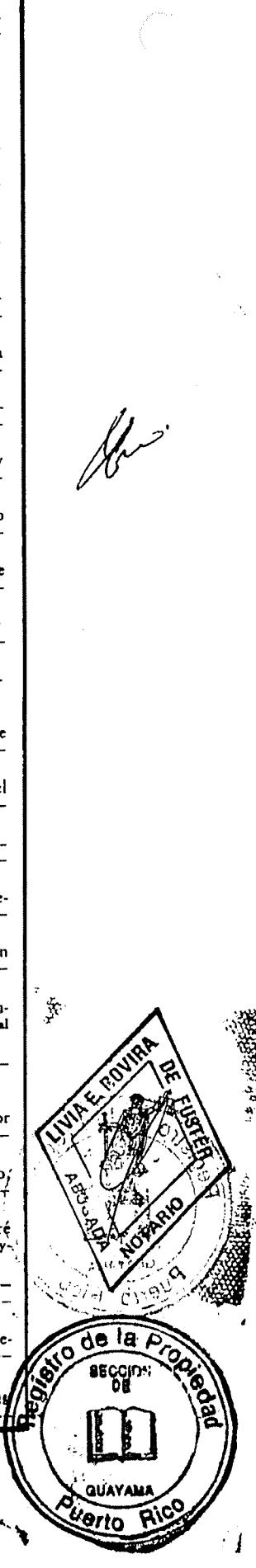
hipotecario, el acreedor hipotecario, por convenio con el prestamista asegurado,  
the mortgagee by agreement with the insured lender

determinarán en el endoso de seguro la porción del pago de intereses del pagaré  
set forth in the insurance endorsement will be entitled to a specified portion of the interest pay-

que será designada como "cargo anual".  
ments on the note, to be designated the "annual charge".

(Cinco) Una condición del aseguramiento de pago del pagaré será de que el tene-  
(Five) A condition of the insurance of payment of the note will be that the holder

dor cederá todos sus derechos y remedios contra el deudor hipotecario y cuales-  
will forego his rights and remedies against the mortgagor and any



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quiero los en relación con dicho préstamo como también a los beneficios  
others in connection with said loan, as any benefit

de esta hipoteca y aceptará en su lugar los beneficios del seguro, y a requerimiento  
of this mortgage, and will accept the benefits of such insurance in lieu thereof, and upon the

del acreedor hipotecario endosará el pagaré al acreedor hipotecario en caso de  
mortgagee's request will assign the note to the mortgagee should the mortgagor

violación de cualquier convenio o estipulación aquí contenida o en el pagaré o en  
violate any covenant or agreement contained herein, in the note, or any

cualquier convenio suplementario por parte del deudor.  
supplementary agreement.

(Seis) Entre otras cosas, es el propósito e intención de esta hipoteca, que en todo  
(Six) It is the purpose and intent of this mortgage that, among other things,

tiempo cuando el pagaré esté en poder del acreedor hipotecario, o en el caso en  
at all times when the note is held by the mortgagee, or in the event the

que el acreedor hipotecario ceda esta hipoteca sin asegurar el pagaré, esta hipoteca  
mortgagee should assign this mortgage without insurance of the note, this mortgage

garantizará el pago del pagaré pero cuando el pagaré esté en poder de un prestamista  
shall secure payment of the note; but when the note is held by an insured

asegurado, esta hipoteca no garantizará el pago del pagaré o formará parte  
lender, this mortgage shall not secure payment of the note or attach to

de la deuda evidenciada por el mismo, pero en cuanto al pagaré y a dicha deuda,  
the debt evidenced thereby, but as to the note and such debt

constituirá una hipoteca de indemnización para garantizar al acreedor hipotecario  
shall constitute an indemnity mortgage to secure the mortgagee

contra cualquier pérdida bajo el endoso de seguro por causa de cualquier incumplimiento  
against loss under its insurance endorsement by reason of any default

por parte del deudor hipotecario.  
by the mortgagor.

QUINTO: Que en consideración al préstamo y (a) en todo tiempo que el pagaré  
FIFTH: That, in consideration of said loan and (a) at all times when the note

sea conservado por el acreedor hipotecario, o en el caso de que el acreedor hipotecario  
is held by the mortgagee, or in the event the mortgagee

ceda la presente hipoteca sin el seguro de pago del pagaré y en garantía del  
should assign this mortgage without insurance of the payment of the note, in guarantee of the

importe del pagaré según se especifica en el subpárrafo (Uno) del Párrafo NOVENO  
amount of the note as specified in subparagraph (one) of paragraph NINTH

NO con sus intereses al tipo estipulado y para asegurar el pronto pago de dicho  
hereof, with interest at the rate stipulated, and to secure prompt payment of the

pagaré, su renovación cualquier convenio contenido en el mismo, o extensión y  
note and any renewals and extensions thereof and any agreements contained therein,

(b) en todo tiempo que el pagaré sea poseído por el prestamista asegurado en garantía  
(b) at all times when the note is held by an insured lender, in guarantee

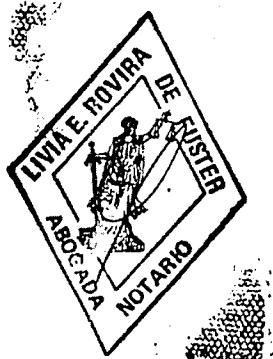
tía de las sumas especificadas en el subpárrafo (Dos) del párrafo NOVENO aquí  
of the amounts specified in subparagraph 9Two of paragraph NINTH hereof

consignado para garantizar el cumplimiento del convenio del deudor hipotecario  
for securing the performance of the mortgagor's agreement

de indemnizar y conservar libre al acreedor hipotecario contra pérdidas bajo el  
herein to indemnify and save harmless the mortgagee against loss under its

doso de seguro por razón de incumplimiento del deudor hipotecario y (c) en cualquier  
insurance endorsements by reason of any default by the mortgagor, and (c) in any

caso y en todo tiempo en garantía de las sumas adicionales consignadas en el  
event and at all times whatsoever, in guarantee of the additional amounts specified in



subpárrafo (Tres) del párrafo .NOVENO d<sup>o</sup> instrumento y para garantizar el  
subparagraph (Three) of paragraph NINTH hereof, to secure the

cumplimiento de todos y cada uno de los convenios y del deudor hipotecario aquí  
performance of every covenant and agreement of the mortgagor

contenidos o en cualquier otro convenio suplementario, el deudor hipotecario por  
contained herein or in any supplementary agreement, the mortgagor

la presente constituye hipoteca voluntaria a favor del acreedor hipotecario sobre  
hereby constitutes a voluntary mortgage in favor of the mortgagee on

los bienes descritos en el párrafo UNDECIMO más adelante, así como sobre los  
the property described in paragraph ELEVENTH hereof, together with all rights,

derechos, intereses servidumbres, derechos hereditarios, adhesiones pertenecientes  
interests easements, hereditaments and appurtenances thereto belonging,

a los mismos, toda renta, créditos, beneficios de los mismos, y todo producto e  
The rents, issues and profits thereof and revenues and

ingreso de los mismos, toda mejora o propiedad personal en el presente o que en  
income therefrom, all improvements and personal property now or

el futuro se adhiera o que sean razonablemente necesarias para el uso de los mismos,  
later attached thereto or reasonably necessary to the use thereof,

sobre las aguas, los derechos de agua o acciones en los mismos, pertenecientes a  
all water, water rights and shares in the same pertaining to

las fincas o a todo pago que en cualquier tiempo se adeude al deudor hipotecario  
the farms and all payments at any time owing to the mortgagor

por virtud de la venta, arrendamiento, transferencia, enajenación o expropiación  
by virtue of any sale, lease, transfer, conveyance or total or

total o parcial de o por daños a cualquier parte de las mismas o a los intereses sobre  
partial condemnation of or injury to any part thereof or interest

ellas, siendo entendido que este gravámen quedará en toda su fuerza y vigor hasta  
therein, it being understood that this lien will continue in full force and effect until

que las cantidades especificadas en el párrafo NOVENO con sus intereses antes y  
all amounts as specified in paragraph NINTH hereof, with interest before and

después del vencimiento hasta que los mismos hayan sido pagados en su totalidad.  
after maturity until paid, have been paid in full.

En caso de ejecución, los bienes responderán del pago del principal, los intereses  
In case of foreclosure, the property will be answerable for the payment of the principal, interest

antes y después de vencimiento, hasta su total solvente, pérdida sufrida por el acreedor  
before and after maturity until paid, losses sustained by the

deudor hipotecario como asegurador del pagaré, contribuciones, prima de seguro o cualquier  
mortgagor as insurer of the note, taxes, insurance premiums, and

quier otro desembolso o adelanto por el acreedor hipotecario por cuenta del deudor  
other disbursements and advances by the mortgagee for the mortgagor's account

hipotecario con sus intereses hasta que sean pagados al acreedor hipotecario, costas,  
with interest until repaid to the mortgagee, costs, expenses and

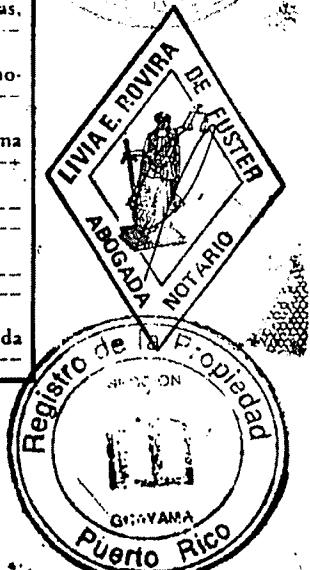
gastos y honorarios de abogado del acreedor hipotecario, toda extensión o renovación  
attorney's fees of the mortgagee all extensions and renewals of any of

de dichas obligaciones con intereses sobre todas y todo otro cargo o suma  
said obligations, with interest on all and all other charges and additional

adicional especificada en el párrafo NOVENO de este documento.  
amounts as specified in paragraph NINTH hereof.

SEXTO: El deudor hipotecario expresamente conviene lo siguiente:  
SIXTH: That the mortgagor specifically agrees as follows:

(Uno) Pagar al acreedor hipotecario prontamente a su vencimiento cualquier deuda  
(One) To pay promptly when due any indebtedness



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aquí garantizada e indemnizar y conservar libre pérdida al acreedor hipotecario  
to the mortgagee hereby secured and to indemnify and save harmless the mortgagor against any

bajo el seguro del pago del pagaré por incumplimiento del deudor hipotecario.  
loss under its insurance of payment of the note by reason of any default by the mortgagor.

En todo tiempo cuando el pagaré sea poseído por el prestamista asegurado, el  
At all times when the note is held by an insured lender, the

deudor hipotecario continuará haciendo los pagos contra dicho pagaré al acreedor  
mortgagor shall continue to make payments on the note to the mortgagee,

hipotecario como agente cobrador del tenedor del mismo.  
as collection agent for the holder.

(Dos) A pagar al acreedor hipotecario una cuota inicial por inspección y tasación  
(Two) To pay to the Mortgagee any initial fees for inspection and appraisal

y cualquier cargo por delincuencia requerido en el presente o en el futuro por los  
and any delinquency charges, now or hereafter required by

reglamentos de la Administración de Hogares de Agricultores.  
regulations of the Farmer's Home Administration.

(Tres) En todo tiempo cuando el pagaré sea poseído por un prestamista asegurado  
(Three) At all times when the note is held by an insured lender,

cualquier suma adeudada y no pagada bajo los términos del pagaré, menos  
any amount due and unpaid under the terms of the note, less

la cantidad o carga anual, podrá ser pagada por el acreedor hipotecario al tenedor  
the amount of the annual charge, may be paid by the mortgagee to the holder

del pagaré bajo los términos provistos en el pagaré y en el endoso de seguro referido  
of the note to the extent provided in the insurance endorsement

en el párrafo CUARTO anterior por cuenta del deudor hipotecario.  
referred to in paragraph FOURTH hereof for the account of the mortgagor.

Cualquier suma vencida y no pagada bajo los términos del pagaré, sea éste poseído  
Any amount due and unpaid under the terms of the note, whether it is held

por el acreedor hipotecario o por el prestamista asegurado, podrá ser acreditada  
by the mortgagee or by an insured lender, may be credited

por el acreedor hipotecario al pagaré y en su consecuencia constituirá un adelanto  
by the mortgagee on the note and thereupon shall constitute an advance

por el acreedor hipotecario por cuenta del deudor hipotecario.  
by the mortgagee for the account of the mortgagor.

Cualquier adelanto por el acreedor hipotecario tal como se describe en este sub-  
Any advance by the mortgagee as described in this

párrafo devengará intereses a razón del TRES PUNTO SETENTA Y CINCO  
subparagraph shall bear interest at the rate of

por ciento ( 3.75      % )  
per cent (      % )

anual a partir de la fecha en que venció el pago hasta la fecha en que el deudor  
per annum from the date on which the amount of the advance was due to the date of payment

hipotecario lo satisfaga.  
to the mortgagee.

(Cuatro) Fuere o no el pagaré asegurado por el acreedor hipotecario, cualquier  
Four) Whether or not the note is insured by the mortgagor, any

o todo adelanto hecho por el acreedor hipotecario para prima de seguro, repa-  
and all amount advanced by the mortgagee for property insurance premiums, repairs,

raciones, gravámenes u otra reclamación en protección de los bienes hipoteca-  
liens and other claims, for the protection of the mortgaged property,

dos o para contribuciones o impuestos u otro gasto similar por razón de haber  
or for taxes or assessments or other similar charges by reason of the



el deudor hipotecario dejado de pagar por los os, devengará interés. razón .  
mortgagor's failure to pay the same, shall bear interest at rate

del tipo estipulado en el subpárrafo anterior desde la fecha de dichos adelantos  
stated in the next preceding subparagraph from the date of the advance

hasta que los mismos sean satisfechos por el deudor hipotecario.  
until repaid to the mortgagor.

(Cinco) Todo adelanto hecho por el acreedor hipotecario descrito en esta hipoteca con sus intereses vencerá inmediatamente y será pagadero por el deudor hipotecario al acreedor hipotecario sin necesidad de requerimiento alguno en el sitio designado en el pagaré y será garantizado por la presente hipoteca. Ningún adelanto hecho por el acreedor hipotecario no relevará al deudor hipotecario de su obligación del convenio de pagar. Dichos adelantos, con sus intereses, se reembolsarán de los primeros pagos recibidos del deudor hipotecario. Si no hubieren adelantos, todo pago verificado por el deudor hipotecario podrá ser aplicado al pagaré o a cualquier otra deuda del deudor hipotecario aquí garantizada en el orden que el acreedor determinare.

(Five) All advances made by mortgagee as described in this mortgage, with interest, shall be immediately due and payable by the mortgagor to the mortgagee without demand at the place designated in the note and shall be guaranteed hereby. No such advance by mortgagee shall relieve the mortgagor from breach of his covenant to pay. Such advances, with interest shall be repaid from the first available collections received from mortgagor. Otherwise, any payments

made by the mortgagee may be applied on the note or any other debt of the mortgagor secured hereby, in any order mortgagee determines.

(Seis) Usar el importe del préstamo evidenciado por el pagaré únicamente para los propósitos autorizados por el acreedor hipotecario.

(Six) To use the loan evidenced by the note solely for purposes authorized by mortgagee.

(Siete) A pagar a su vencimiento las contribuciones, impuestos especiales, gravámenes y cargas que graven los bienes o los derechos o intereses del deudor hipotecario bajo los términos de esta hipoteca.

(Seven) To pay when due all taxes, special assessments, liens and charges encumbering the property or the right or interest of mortgagor under the terms of this mortgage.

(Ocho) Obtener y mantener seguro contra incendio y otros riesgos según requiere el acreedor hipotecario sobre los edificios y las mejoras existentes en los bienes o cualquier otra mejora introducida en el futuro. El seguro contra fuego y otros riesgos serán en la forma y por las cantidades, términos y condiciones que aprueba el acreedor hipotecario.

(Eight) To procure and maintain insurance against fire and other hazards as required by mortgagee on all existing buildings and improvements on the property and on any buildings and improvements put there on in the future. The insurance against fire and other hazards will be in the form and amount and on terms and conditions approved by mortgagee.

(Nueve) Conservar los bienes en buenas condiciones y prontamente verificar las reparaciones necesarias para la conservación de los bienes; no cometerá ni permitirá que se cometa ningún deterioro de los bienes; ni removerá ni demolerá

(Nine) To keep the property in good condition and promptly make all necessary repairs for the conservation of the property; he will not commit nor permit to be committed any deterioration of the property; he will not remove nor demolish



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ningún edificio o mejora en los bienes, ni cortará ni removerá madera de la finca, any building or improvement on the property; nor will he cut or remove wood from the farm

ni removerá ni permitirá que se remueva grava, arena, aceite, gas, carbón u otros nor remove nor permit to be removed gravel, sand, oil, gas, coal, or other

minerales sin el consentimiento del acreedor hipotecario y prontamente llevará minerals without the consent of mortgagee, and will promptly carry out

a efecto las reparaciones en los bienes que el acreedor hipotecario requiera de tiempo the repairs on the property that the mortgagee may request from time

en tiempo. El deudor hipotecario cumplirá con aquellas prácticas de conservación to time. Mortgagor shall comply with such farm conservation practices

de suelo y los planes de la finca y del hogar que el acreedor hipotecario de tiempo en and farm and home management plans as mortgagee from time to

tiempo pueda prescribir. time may prescribe.

(Diez) Si esta hipoteca se otorga para un préstamo a dueño de finca según se identifica en los reglamentos de la Administración de Hogares de Agricultores, el deudor in the regulations of the Farmers Home Administration, mortgagor

hipotecario personalmente operará los bienes por sí y por medio de su familia como will personally operate the property with his own and his family labor as a farm and for no other

una finca y para ningún otro propósito y no arrendará la finca ni parte de ella a purpose and will not lease the farm or any part of it

menos que el acreedor hipotecario consienta por escrito en otro método de operación unless mortgagee agrees in writing to any other method of operation

ción o al arrendamiento. or lease.

(Once) Someterá en la forma y manera que el acreedor hipotecario requiera la (Eleven) To submit in the form and manner mortgagee may require,

información de sus ingresos y gastos y cualquier otra información relacionada con information as to his income and expenses and any other information in regard to the

la operación de los bienes y cumplirá con todas las leyes, ordenanzas y reglamentos operation of the property, and to comply with all laws, ordinances, and regulations

que afecten los bienes o su uso. affecting the property or its use.

(Doce) El acreedor hipotecario, sus agentes y abogados, tendrán en todo tiempo el (Twelve) Mortgagee, its agents and attorneys, shall have the right at all reasonable times

derecho de inspeccionar y examinar los bienes con el fin de determinar si la garantía to inspect and examine the property for the purpose of ascertaining whether or not

otorgada está siendo mermada o deteriorada y si dicho examen o inspección determina the security given is being lessened or impaired, and if such inspection or examination shall

minare, a juicio del acreedor hipotecario, que la garantía otorgada está siendo mer- disclose, in the judgment of mortgagee, that the security given is being lessened

mada o deteriorada, tal condición se considerará como una violación por parte del or impaired, such condition shall be deemed a breach by the

deudor hipotecario de los convenios de esta hipoteca. mortgagor of the covenants of this mortgage.

(Trece) Si cualquier otra persona detentare con o impugnare el derecho de posesión (Thirteen) If any other person interferes with or contests the right of possession

al deudor hipotecario a los bienes, el deudor hipotecario inmediatamente notificará the mortgagor to the property, the mortgagor will immediately notify

al acreedor hipotecario de dicha acción y el acreedor hipotecario, a su opción, mortgagee of such action, and mortgagee at its option



podrá instituir aquellos procedimientos que fueren necesarios en defensa de sus  
may institute the necessary proceedings in defense of its

intereses y los gastos y desembolsos incurrido por el acreedor hipotecario en dichos  
interest, and any costs or expenditures incurred by mortgagee by said

procedimientos, serán cargados a la deuda del deudor hipotecario y se considerarán  
proceedings will be charged to the mortgage debt and considered

garantizados por esta hipoteca dentro del crédito adicional de la cláusula hipotecaria  
by this mortgage within the additional credit of the mortgage clause

para adelantos, gastos y otros pagos.  
for advances, expenditures and other payments.

(Catorce) Si el deudor hipotecario en cualquier tiempo mientras estuviere vigente  
(Fourteen) If the mortgagor at any time while this mortgage remains in effect

esta hipoteca, abandonare los bienes o voluntariamente se los entregase al acreedor  
should abandon the property or voluntarily deliver it to mortgagee,

hipotecario, el acreedor hipotecario es por la presente autorizado y con poder  
mortgagee is hereby authorized and empowered

res para tomar posesión de los bienes, arrendarlos y administrar los bienes y cobrar  
to take possession of the property, to rent and administer the same and collect

sus rentas, beneficios e ingresos de los mismos y aplicarlos en primer término a los  
the rents, benefits, and income from the same and apply them first to the

gastos de cobro y administración y en segundo término al pago de la deuda evidenciada  
costs of collection and administration and secondly to the payment of the debt evidenced

ciada por el pagare o cualquier otra deuda del deudor hipotecario y aquí garantizada,  
by the note or any indebtedness to mortgagee hereby guaranteed,

en el orden y manera que el acreedor hipotecario determinare.  
in what ever order and manner mortgagee may determine.

(Quince) En cualquier tiempo que el acreedor hipotecario determinare que el deudor  
(Fifteen) At any time that mortgagee determines that mortgagor

hipotecario puede obtener un préstamo de una asociación de crédito para producir  
may be able to obtain a loan from a credit association for production

ción, de un Banco Federal u otra fuente responsable, cooperativa o privada, a una  
a Federal Bank or other responsible source, cooperative or private, at a

tipo de interés y términos razonables para préstamos por tiempo y propósitos  
rate of interest and reasonable periods of time and purposes,

similares, el deudor hipotecario, a requerimiento del acreedor hipotecario, solicitará  
mortgagor, at mortgagee's request will apply for and accept

y aceptará dicho préstamo en cantidad suficiente para pagar por las acciones necesarias  
said loan in sufficient amount to pay the note and any other indebtedness secured hereby and to

comprárselas en la agencia cooperativa en relación con dicho préstamo.  
purchase any necessary shares of stock in the cooperative agency in regard to said loan.

(Dieciseis) El incumplimiento de cualesquiera de las obligaciones garantizadas  
(Sixteen) Should default occur in the performance or discharge of any obligation secured

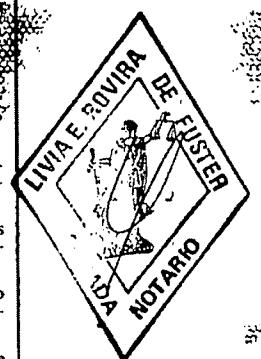
por esta hipoteca, o si el deudor hipotecario o cualquier otra persona incluida como  
by this mortgage, or should mortgagor, or any one of the persons herein called

deudor hipotecario faltare en el pago de cualquier cantidad o violare o no cumpliera  
mortgagor, default in the payment of any amounts or violate or fail to comply

con cualquier cláusula, condición, estipulación o convenio o acuerdo aquí contenido  
with any clause, condition, stipulation, covenant, or agreement contained herein,

o en cualquier convenio suplementario, o falleciere o se declarare o fuere declarado  
or in any supplementary agreement, or die or be declared an

incompetente, en quiebra, insolvente o hiciere una cesión en beneficio de sus acreedores  
incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of



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dores, o los bienes o parte de ellos alquier interés en los mismos fueren cedidos, creditors, or should the property or any part thereof or interest therein be assigned,

vendidos, arrendados, transferidos o gravados voluntariamente o de otro modo, sold, leased, transferred, conveyed, or encumbered, voluntarily or otherwise,

sin el consentimiento por escrito del acreedor hipotecario, el acreedor hipotecario es without the written consent of mortgagee, mortgagee is

irrevocablemente autorizado y con poderes, a su opción y sin notificación: (Uno) a irrevocably authorized and empowered, at its option, and without notice: (One) to

declarar toda deuda no pagada bajo los términos del pagaré o cualquier otra deuda declare all amounts unpaid under the note, and any indebtedness

al acreedor hipotecario aquí garantizada, inmediatamente vencida y pagadera y to the mortgagee secured hereby, immediately due and payable and

proceder a su ejecución de acuerdo con la ley y los términos de la misma; (Dos) to foreclose this mortgage in accordance with law and the provisions hereof; (Two)

incurrir y pagar los gastos razonables para la reparación o mantenimiento de los to incur and pay reasonable expenses for the repair and maintenance of the

bienes y cualquier gasto u obligación que el deudor hipotecario no pagó según se property and any expenses and obligations that mortgagor did not pay as

conviniere en esta hipoteca, incluyendo las contribuciones, impuestos, prima de agreed in this mortgage, including taxes, assessments, insurance premium,

seguro y cualquier otro pago o gasto para la protección y conservación de los bienes and any other expenses or costs for the protection and preservation of the property

y de esta hipoteca o incumplimiento de cualquier precepto de esta hipoteca y (Tres) and this mortgage, or for compliance with any of the provisions of this mortgage; and (Three)

de solicitar la protección de la ley. request the protection of the law.

(Diecisiete) El deudor hipotecario pagará o reembolsará al acreedor hipotecario (Seventeen) Mortgagor will pay, or reimburse mortgagee

todos los gastos necesarios para el fiel cumplimiento de los convenios y acuerdos for all necessary expenses for the fulfillment of the covenants and agreements

de esta hipoteca, los del pagaré y en cualquier otro convenio suplementario, including of this mortgage and of the note and of any supplementary agreement, including

cluyendo los gastos de mensura, evidencia de título, costas, inscripción y honores the costs of survey, evidence of title, court costs, recordation fee and

arios de abogado. attorney's fees.

(Dieciocho) Sin afectar en forma alguna los derechos del acreedor a requerir y (Eighteen) Without in any manner affecting the right of the mortgagee to require and

hacer cumplir en una fecha subsiguiente a los mismos los convenios, acuerdos u enforce performance at a subsequent date of the same, similar or other covenant, agreement

obligaciones aquí contenidos o similares u otros convenios, y sin afectar la responsabilidad herein set forth, and without affecting the liability

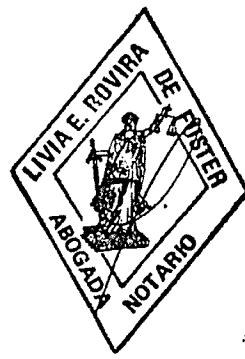
sabilidad de cualquier persona para el pago del pagaré o cualquier otra deuda aquí of any person for payment of the note or any indebtedness

garantizada y sin afectar el gravámen impuesto sobre los bienes o la prioridad del secured hereby, and without affecting the lien created upon said property or the priority of

gravámen, el acreedor hipotecario es por la presente autorizado y con poder en said lien, the mortgagee is hereby and empowered at

cualquier tiempo (Uno) renunciar el cumplimiento de cualquier convenio u obligación any time (one) waive the performance of any covenant or obligation

gación aquí contenida o en el pagaré o en cualquier convenio suplementario (Dos) contained herein or in the note or any supplementary agreement; (two)



negociar con el deudor hipotecario o conceder al deudor hipotecario cualquier deal in any way with mortgagor or grant to mortgagor any

indulgencia o tolerancia o extensión de tiempo para el pago del pagaré (con el indulgence or forbearance or extension of the time for payment of the note (with the

consentimiento del tenedor de dicho pagaré cuando esté en manos de un prestamista asegurado) o para el pago de cualquier deuda a favor del acreedor hipotecario, y aquí garantizada; o (Tres) otorgar y entregar cancelaciones parciales de cualquier parte de los bienes de la hipoteca aquí constituida u otorgar desfimiento o

postergación de esta hipoteca a favor de cualquier otro gravámen constituido sobre dichos bienes.

(Dicinove) Todos los derechos, título e interés en y sobre la presente hipoteca, (Nineteen) All right, title and interest in or to this mortgage,

incluyendo pero no limitando el poder de otorgar consentimientos, cancelaciones including but not limited to the power to grant consents, partial releases,

parciales, subordinación, cancelación total, radica sola y exclusivamente en el subordinations, and satisfaction, shall be vested solely and exclusively in

acreedor hipotecario y ningún prestamista asegurado tendrá derecho, título o inmortgagee, and no insured lender shall have any right, title or interest

interés alguno en o sobre el gravámen y los beneficios aquí contenidos, in or to the lien or any benefits herein contained.

(Veinte) El incumplimiento de esta hipoteca constituirá incumplimiento de cualesquiera otra hipoteca, préstamo resarcitorio, o hipoteca de bienes muebles poseída (Twenty) Default hereunder shall constitute default under any other real estate or crop or chattel mortgage held

o asegurada por el acreedor hipotecario y otorgada o asumida por el deudor hipotecario, y el incumplimiento de cualesquiera de dichos instrumentos de garantía o insured by mortgagor and executed or assumed by mortgagor,

constituirá incumplimiento de esta hipoteca.

(Veintiuno) Todo aviso que haya de darse bajo los términos de esta hipoteca será remitido por correo certificado a menos que se disponga lo contrario por ley, y (Twenty-One) All notices to be given under this mortgage shall

será dirigido hasta tanto otra dirección sea designada en un aviso dado al efecto, and shall be addressed until some other address is designated in a notice so given,

en el caso del acreedor hipotecario a Administración de Hogares de Agricultores, in the case of mortgagor to Farmers Home Administration,

Departamento de Agricultura de Estados Unidos, San Juan, Puerto Rico, y en el United States Department of Agriculture, San Juan, Puerto Rico, and in the

caso del deudor hipotecario, a él a la dirección postal de su residencia según se case of mortgagor to him at the post office address of his residence as stated

especifica más adelante.

(Veintidos) El deudor hipotecario por la presente cede al acreedor hipotecario (Twenty-Two) Mortgagor by these presents grants to mortgagor



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el importe de cualquier sentencia obtenido por expropiación forzosa para uso  
the amount of any judgment obtained by condemnation proceedings for public

público de los bienes o parte de ellos así como también el importe de la sentencia  
use of the property or any part thereof as well as the amount of any judgment

por daños causados a los bienes. El acreedor hipotecario aplicará el importe así  
for damages caused to the property. The mortgagee will apply the amount so

recibido al pago de los gastos en que incurriera en su cobro y el balance al pago del  
received to the payment of costs incurred in its collection and the balance to the payment

pagaré y cualquier cantidad adeudada al acreedor hipotecario garantizada por esta  
of the note and any indebtedness to the mortgagee secured by this

hipoteca, y si hubiere algún sobrante, se reembolsará al deudor hipotecario.  
mortgage, and if any amount then remains, will pay such amount to mortgagor.

SEPTIMO: Para que sirva de tipo a la primera subasta que deberá celebrarse en caso  
SEVENTH: That for the purpose of the first sale to be held in case

de ejecución de esta hipoteca; de conformidad con la ley hipotecaria, según enmendado  
of foreclosure of this mortgage, in conformity with the mortgage law, as amended,

dada, el deudor hipotecario por la presente tasa los bienes hipotecados en la suma  
mortgagor does hereby appraise the mortgaged property in the amount

de VEINTINUEVE MIL TRESCIENTOS (\$29,300.00)  
of

distribuyéndose la responsabilidad en la hipoteca por partes iguales entre las fincas así como la tasación.

OCTAVO: El deudor hipotecario por la presente renuncia al trámite de requerimiento  
EIGHTH: Mortgagor hereby waives the requirement of law and agrees to be

y se considerará en mora sin necesidad de notificación alguna por parte  
considered in default without the necessity of any notification of default or demand for pay-

del acreedor hipotecario. Esta hipoteca está sujeta a los reglamentos de la Administración  
on the part of mortgagee. This mortgage is subject to the rules and regulations of the

ministración de Hogares de Agricultores ahora en vigor y a futuros reglamentos,  
Farmers Home Administration now in effect, and to its future regulations

no inconsistentes con los términos de esta hipoteca, así como también sujeta a  
not inconsistent with the provisions of this mortgage, as well as to the

las leyes del Congreso de Estados Unidos de América que autorizan la asignación  
laws of the Congress of the United States of America authorizing the making and

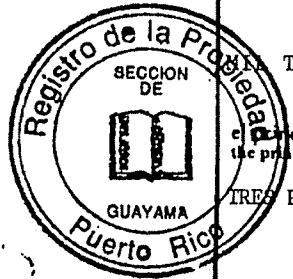
y aseguramiento del préstamo antes mencionado.  
insuring of the loan hereinbefore mentioned.

NOVENO: Las cantidades garantizadas por esta hipoteca son las siguientes:  
NINTH: The amounts guaranteed by this mortgage are as follows:

Una. En todo tiempo cuando el pagaré relacionado en el párrafo TERCERO de  
One. At all times when the note mentioned in paragraph THIRD of

esta hipoteca sea poseído por el acreedor hipotecario o en caso que el acreedor  
this mortgage is held by mortgagee, or in the event mortgagee

hipotecario cediere esta hipoteca sin asegurar el pagaré: VEINTINUEVE MIL  
should assign this mortgage without insurance of the note.



VEINTINUEVE MIL TRESCIENTOS ----- DOLARES (\$29,300.00 )  
DOLLARS (\$

el principal de dicho pagaré, con sus intereses según estipulados a razón del -----  
the principal amount of said note, together with interest as stipulated therein at the rate of

TRES PUNTO SETENTA Y CINCO ----- por ciento ( 3.75 ----- %) anual;  
per cent ( % per annum;

Dos. En todo tiempo cuando el pagaré es \_\_\_\_\_ o por un prestamista asegurado:  
 Two. At all times when said note is held by an insured lender:

(A) VEINTINUEVE MIL TRESCIENTOS -----

(A)

DOLARES (\$ 29,300.00)-  
 DOLLARS (\$

para indemnizar al acreedor hipotecario por adelantos al prestamista asegurado  
 for indemnifying the mortgagee for advances to the insured lender

por motivo del incumplimiento del deudor hipotecario de pagar los plazos segui-  
 by reason of mortgagor's failure to pay the installments as

se especifica en el pagaré, con intereses según se especifica en el párrafo SEXTO,  
 specified in the note, with interest as stated in paragraph SIXTH,

Tercero;

Three;

(B) CUARENTA Y TRES MIL NOVECIENTOS CINCUENTA -----

(B)

DOLARES (\$ 43,950.00)-  
 DOLLARS (\$

para indemnizar al acreedor hipotecario además contra cualquier pérdida que pueda  
 for indemnifying the mortgagee further against any loss it might

sufrir bajo su seguro de pago del pagaré.  
 sustain under its insurance of payment of the note;

Tres. En cualquier caso y en todo tiempo;  
 Three. In any event and at all times whatsoever:

(A) ONCE MIL SETECIENTOS VEINTE DOLARES -----

(A)

(\$ 11,720.00----- ) para intereses después de mora;  
 (\$ for default interest;

(B) CINCO MIL OCHOCIENTOS SESENTA DOLARES -----

(B)

(\$ 5,860.00----- ) para contribuciones, seguro y otros adelantos para la con-  
 (\$ for taxes, insurance and other advances for the preservation

servación y protección de esta hipoteca, con intereses al tipo estipulado en el párrafo  
 and protection of this mortgage, with interest at the rate stated in paragraph

SEXTO, Tercero;  
 SIXTH, Three;

(C) DOS MIL NOVECIENTOS TREINTA DOLARES -----

(C)

(\$ 2,930.00----- ) para costas, gastos y honorarios de abogado en caso  
 (\$ for costs, expenses and attorney's fees in case

de ejecución;  
 of foreclosure:

(D) DOS MIL NOVECIENTOS TREINTA DOLARES -----

(D)

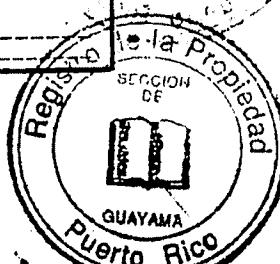
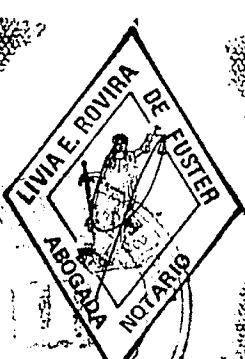
(\$ 2,930.00----- ) para costas y gastos que incurriera el acreedor hipoteca-  
 (\$ for costs and expenditures incurred by the mortgagee in

rio en procedimientos para defender sus intereses contra cualquier persona que inter-  
 proceeding to defend its interests against any other person interfering with

venga o impugne el derecho de posesión del deudor hipotecario a los bienes según  
 or contesting the right of possession of mortgagor to the property as

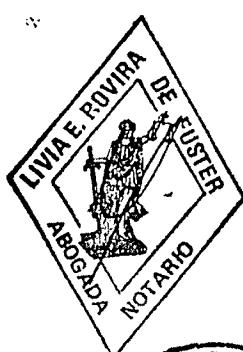
se consigna en el párrafo SEXTO, Trece.  
 provided in paragraph (SIXTH, Thirteen.

*Chase*



Forma Fm<sup>pa</sup> 427-1(S) PR  
(Rev. 10)DECIMO: Que el (los) pagaré(s) \_\_\_\_\_ se hace referencia en el párrafo TERCERO  
TENTH: That the note(s) referred to \_\_\_\_\_ paragraph THIRD-de esta hipoteca es (son) descrito(s) como sigue:  
of this mortgage is(are) described as follows:"Pagaré otorgado en el caso número SESENTA Y TRES GUION CERO SEIS GUION  
"Promissory note executed in case number

CINCO OCHO DOS CERO UNO CUATRO UNO DOS DOS (63-06-582014122)

fechado el día \_\_\_\_\_  
dated theQUINCE (15) --- de MAYO ----- de mil novecientos  
day of nineteen hundred andNOVENTA Y SIETE (1997) - por la suma de VEINTINUEVE MIL  
in the amount ofTRESCIENTOS (\$29,300.00) DOLARES ----- dólares de principal más  
of principal plusintereses sobre el balance del principal adeudado a razón del TRES PUNTO  
interest over the unpaid balance at the rate ofSETENTA Y CINCO ----- (3.75-----) por ciento anual.  
( percent per annum.hasta tanto su principal sea totalmente satisfecho según los términos, plazos, condiciones y estipulaciones contenida en dicho pagaré y según acordados y convenidos  
until the principal is totally paid according to the terms, installments, conditions and stipulation contained in the promissory note and as agreedentre el Prestatario y el Gobierno; excepto el pago final del total de la deuda aquí  
between the borrower and the Government, except that the final installment of therepresentada, de no haber sido satisfecho con anterioridad, vencerá y será pagadero  
entire debt herein evidenced, if not sooner paid, will be duea los QUINCE (15) -----  
and payableaños de la fecha de este pagaré.  
years from the date of this promissory note.Dicho pagaré ha sido otorgado como evidencia de un préstamo concedido por el  
Said promissory note is given as evidence of a loan made by theGobierno al Prestatario de conformidad con la Ley del Congreso de los Estados  
Government to the borrower pursuant to the law of the Congress of the UnitedUnidos de América denominada "Consolidated Farm and Rural Development Act  
States of America known as "Consolidated Farm and Rural Development Actof 1961" o de conformidad con el "Title V of the Housing Act of 1949", según  
of 1961" or pursuant to "Title V of the Housing Act of 1949", ashan sido enmendadas y está sujeto a los presentes reglamentos de la Administración  
amended, and is subject to the present regulations of the Farmersde Hogares de Agricultores y a los futuros reglamentos no inconsistentes con dicha  
Home Administration and to its future regulations not inconsistent with theLey. De cuya descripción, yo, el Notario Autorizante, JOY FE, \_\_\_\_\_  
express provision thereof. Of which description I, the authorizing Notary, GIVI. FAJII.UNDECIMO: Que la propiedad objeto de la presente escritura y sobre la que se  
ELEVENTH: That the property object of this deed and over whichconstituye Hipoteca Voluntaria, se describe como sigue:  
voluntary mortgage is constituted, is described as follows:

A)---RUSTICA: Predio de terreno compuesto de veintitrés cuerdas (23.00 cdas.), equivalentes a nueve (9) hectáreas, treinta (30) áreas y cincuenta y una (51) centíareas, situado en el Barrio Arenas, del término municipal de Cidra, Puerto Rico. En lindes por el NORTE con don Ulpiano Rivera; por el SUR con don Juan del Fau y una quebrada; por el ESTE con don Juan López Flores, don Juan del Fau y don Mauricio Vélez; y por el OESTE con la Sucesión de don Pablo Sánchez y don Ulpiano Rivera. -----

---Inscrita al folio cuarenta (40) del tomo noventa y cinco (95) de Cidra, finca número cuatro mil tres (4,003), Registro de la Propiedad de Caguas, inscripción segunda. -----

B)---RUSTICA: Predio de terreno compuesto de ciento treinta y cinco cuerdas con setenta y seis centímos de otra (135.76 cdas.), equivalentes a cincuenta y tres (53) hectáreas, treinta y cinco (35) áreas y treinta y seis (36) centíareas, situadas en los Barrios Carite y Real del los municipios de Guayama y Patillas, Puerto Rico respectivamente. En lindes por el NORTE con Inés Torres, Elisa Vega, Carlos García, Manuel Sánchez y Manuel Cruz; por el SUR con Pedro Torres y Eugenio Ramos; por el ESTE con Teodoro Rivera, Juan de Jesús y Antonio Bermúdez; y por el OESTE con Inés Torres, Rafael Roca, Damaso Caraballo y José B. Martínez. De esta finca radican ciento cinco con setenta y seis céntimos en el Barrio Real del término municipal de Patillas, Puerto Rico y treinta cuerdas en el barrio Carite del término municipal de Guayama, Puerto Rico. -----

---Inscrita al folio noventa y uno (91) del tomo ciento cuarenta y tres (143), de Guayama, finca número dos mil ciento noventa y cinco (2,195), en cuanto a la parte de la finca que radica en el Barrio Carite de Guayama; y al folio setenta y ocho (78) del tomo setenta y nueve (79) de Patillas, finca número mil ciento sies (1,106), en cuanto a la parte que radica en el Barrio Real de Patillas. -----

---Adquirió el prestatario la finca descrita bajo la letra "A" por Liquidación de la Sociedad de Bienes, según consta más detalladamente en la escritura número treinta y cuatro (34) de fechada treinta (30) de septiembre del año mil novecientos



sesenta y ocho (1968), ante el notario público Félix Torres Santos, en San Juan, la cual consta debidamente inscrita en el Registro de la Propiedad. -----

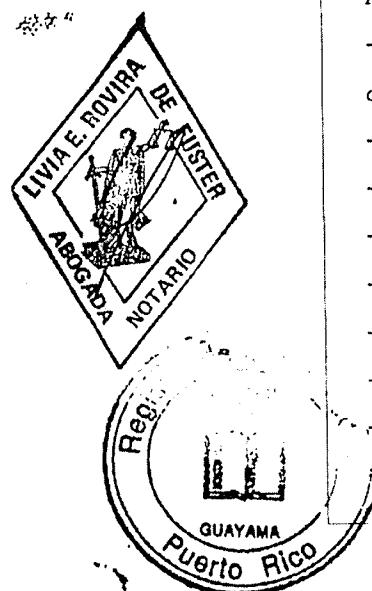
---Adquirió también la finca descrita bajo la letra "B" por compra a la señora Rosa I. Surla Campos, según escritura fechada el día veinticinco (25) de marzo del año mil novecientos setenta y siete (1977), ante el notario público Octavio Malavé Torres, en San Juan, la cual consta debidamente inscrita en el Registro de la Propiedad. -----

---Dichas propiedades se encuentran afectas a las cargas que surjan del Registro de la Propiedad las cuales son conocidas tanto por el compareciente como por el Acreedor Hipotecario.

---DUODECIMO: Que comparece en la presente escritura como DEUDOR HIPOTECARIO: DON REINALDO FERNANDEZ NEGRON, número de Seguro Social copiado literalmente: , mayor de edad, soltero, propietario y vecino de San Juan, Puerto Rico. -----

---La dirección postal del compareciente es: Apartado 1318, Cidras, Puerto Rico 00739. ----

---DECIMO TERCERO: El importe del préstamo aquí consignado se usó o será usado -----  
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Forma FL 427-1(S) PR  
(Rev. 10-82)

para fines agrícolas y la construcción y/o reparación y/o mejoras de las instalaciones  
for agricultural purposes and the construction and/or repair or improvement of the physical  
físicas en la finca(s) descrita(s).  
installations on the described farm(s).

DECIMO CUARTO: El prestatario ocupará personalmente y usará cualquier estructura que haya sido construida, mejorada o comprada con el importe del préstamo  
FOURTEENTH: The borrower will personally occupy and use any structure constructed, improved or purchased with the proceeds of the loan.

aquí garantizado y no arrendará o usará para otros fines dicha estructura a menos  
herein guaranteed and shall not lease or use for other purposes said structure unless

que el Gobierno lo consienta por escrito. La violación de esta cláusula como la  
the Government so consents in writing. Violation of this clause as well as

violación de cualquiera otro convenio o cláusula aquí contenida ocasionará el  
violation of any other agreement or clause herein contained will cause

vencimiento de la obligación como si todo el término hubiese transcurrido y en  
the debt to become due as if the whole term had elapsed and the

aptitud el Gobierno de declarar vencido o pagadero el préstamo y proceder a la  
Government at its option may declare due and payable the loan and proceed to

ejecución de la hipoteca.  
the foreclosure of the mortgage.

DECIMO QUINTO: Esta hipoteca se extiende expresamente a toda construcción  
FIFTEENTH: This mortgage expressly extends to all construction

o edificación existente en la(s) finca(s) antes descrita(s) y a toda mejora, construcción  
or building existing on the farm(s) hereinbefore described and all improvement,

o edificación que se construya en dicha finca(s) durante la vigencia del préstamo  
construction or building constructed on said farm(s) while the

tamo hipotecario constituido a favor del Gobierno, verificada por los actuales  
mortgage loan constituted in favor of the Government is in effect, made by the present

dueños deudores o por sus cesionarios o causahabientes.  
owners or by their assignees or successors.

DECIMO SEXTO: El deudor hipotecario por la presente renuncia mancomunada  
SIXTEENTH: The mortgagor by these presents hereby waives jointly and

y solidariamente por sí y a nombre de sus herederos causahabientes, sucesores o  
severally for himself and on behalf of his heirs, assignees, successors or

representantes a favor del acreedor (Administración de Hogares de Agricultores),  
representatives, in favor of mortgagee (Farmers Home Administration)

cualquier derecho de Hogar Securo (Homeestead) que en el presente o en el futuro  
any Homestead right (Homeestead) that presently or in the future

pudiera tener en la propiedad descrita en el párrafo undécimo y en los edificios  
he may have in the property described in paragraph eleventh and in the buildings

allí enclavados o que en el futuro fueran construidos; renuncia esta permitida  
thereon or which in the future may be constructed; this waiver being permitted

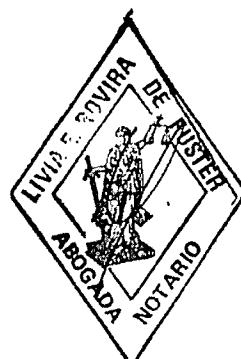
a favor de la Administración de Hogares de Agricultores por la Ley Número trece  
in favor of the Farmers Home Administration by Law Number Thirteen

(31) del veintiocho (28) de mayo de mil novecientos sesenta y nueve (1969) (31  
(31) of the twenty-eights of May, nineteen hundred sixty-nine (1969) (31

L.P.R.A. 1851)  
L.P.R.A. 1851).

DECIMO SEPTIMO: El acreedor y el deudor hipotecario convienen en que cual  
SEVENTEENTH Mortgagee and mortgagor agree that any

cualquier estufa, horno, calentador comprado o financiado total o parcialmente con  
stove, oven, water heater, purchased or financed completely or partially with



s fondos del préstamo aquí garantizado, se considerará e interpretará como parte  
funds of the loan herein guaranteed, will be considered and understood to form part  
de la propiedad gravada por esta Hipoteca.  
of the property encumbered by this Mortgage.

DECIMO OCTAVO: El deudor hipotecario se compromete y se obliga a mudarse  
EIGHTEENTH: The mortgagor agrees and obligates himself to move

y a ocupar la propiedad objeto de esta escritura dentro de los próximos sesenta  
and occupy the property object of this deed within the following sixty

días a partir de la fecha de la inspección final; y en caso de circunstancias impre-  
days from the date of final inspection, and in the event of unforeseen circumstances

vistas fuera del control del deudor hipotecario que le impidiera mudarse, éste lo  
beyond his control which would impede him to do so, he will

notificará por escrito al Supervisor Local.  
notify it in writing to the County Supervisor.

DECIMO NOVENO: Toda mejora, construcción o edificación que se construya  
NINETEENTH: All improvement, construction or building constructed

en dicha finca durante la vigencia antes mencionada deberá ser construida previa-  
on said farm(s) during the term hereinbefore referred to, must be made with the previous

autorización por escrito del acreedor hipotecario conforme a los reglamentos pre-  
consent in writing of mortgagee in accordance with present regulations

sentes y aquellos futuros que se promulgaren de acuerdo a las leyes federales y  
or future ones that may be promulgated pursuant to the federal and

locales no inconsistentes o incompatibles con las leyes actuales que gobiernan  
local laws not inconsistent or incompatible with the present laws which govern

estos tipos de préstamos.  
these types of loans.

VIGESIMO: Este instrumento garantiza asimismo el rescate o recuperación de  
TWENTIETH: This instrument also secures the recapture of

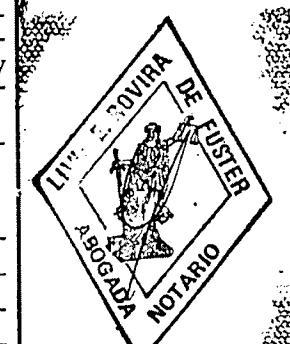
cualquier crédito por intereses o subsidio que pueda otorgarse a los prestatarios  
any interest credit or subsidy which may be granted to the borrower(s) by the

por el Gobierno de acuerdo con las disposiciones del Título Cuarentidos del Código  
Government pursuant to Forty-Two

de Estados Unidos Sección Mil Cuatrocientos Noventa - a (42 U.S.C. 1490a)  
U.S.C. Fourteen Ninety-a (42 U.S.C. 1490a)

Este préstamo está clasificado por el Acreedor Hipotecario como  
un Préstamo de Emergencia Designación M-1136.

VIGESIMO PRIMERO: El Acreedor Hipotecario denominado como  
Farmers Home Administration o Administración de Hogares de Agricultores ha cambiado su nombre y hoy día se llama Farm Service Agency  
o Agencia de Servicios Agrícola. La Notario da fe de este cambio.



Forma PmHA -1(s) PR  
(Rev. 10-82)

TACION  
ACCEPTANCE

El (los) comparecientes ACEPTAN esta escritura en la forma redactada una vez  
The appearing party (parties) ACCEPT(S) this deed in the manner drawn once

yo, el Notario autorizante, le (les) hice las advertencias legales pertinentes.  
, the authorizing Notary, have made to him (them) the pertinent legal warnings.

Así lo dicen y otorgan ante mí, el Notario autorizante, el (los) compareciente(s)  
So they say and execute before me, the authorizing Notary, the appearing party (parties)

sin requerir la presencia de testigos después de renunciar su derecho a ello del que  
without demanding the presence of witnesses after waiving his (their) right to do so of which

le(s) advertí.  
I advised him (them).

Después de ser leída esta escritura por el (los) compareciente(s), se ratifica(n)  
After this deed was read by the appearing party(parties) he (they) ratify its

en su contenido, pone(n) sus iniciales en cada uno de los folios de esta escritura  
contenta, place(s) his (their) initials on each of the folios of this deed

incluyendo el último y la firma(n) todos ante mí, el Notario autorizante, que DOY  
including the last one, and all sign before me, the authorizing Notary who GIVES

FE de todo el contenido de esta escritura.  
FAITH to everything contained in this deed.

*Alfonso*

*Boddy S*

*Guayama L*



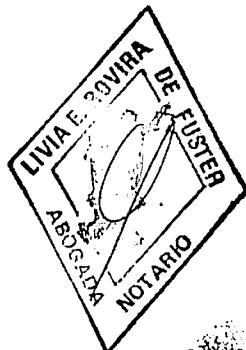
(Firmado, signado, sellado y rubricado)  
LIVIA E. ROVIRA DE FUSTER

Firmado por el otorgante:

Reinaldo Fernández Negrón

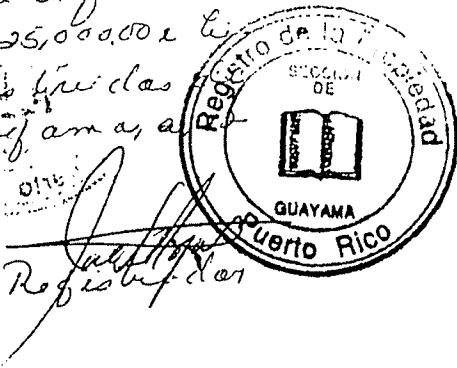
Las iniciales del otorgante aparecen en cada folio del original, en el cual hay adheridos y cancelados con el de esta Notaría los correspondientes sellos de Rentas Internas y del Impuesto Notarial del Colegio de Abogados de Puerto Rico. El documento consta de once (11) folios.

La precedente primera copia es una fiel y exacta del contenido de su original que bajo el número preinserto obra en el protocolo de instrumentos públicos de esta Notaría a mi cargo correspondiente al año mil novecientos noventa y siete (1997) a que me remito. En fe de ello y solicitud de Estados Unidos de América, libro la presente, dejando anotada su saca al margen de su matriz.  
DOY FE.



Es un escrito el que nombra documento en folios  
80 y 81 del 1o. Tomo 414 y 137 de Regis-  
istro de Poderes, pases # 2195 y 1106  
y los 28º Oficio de la Caja de Pensiones que posee  
este documento y consta en la pase se  
trata de una apuesta o jugada a favor de  
cargos aranceles de orden de Oficial por  
\$180,118.00, a una demanda a favor de  
Banco de Santander por \$25,000.00 e hi-  
zo estación a favor de Esto dos pases  
(unérica \$20,60,700.00. Plazos amas a  
de mes de 1998.

SIN JROS



#### CERTIFICATION

I, Juan M. Ortiz Serbiá, of legal age, married,  
a resident of Guayama, Puerto Rico. In my  
official capacity as State Executive Director of  
the Farm Service Agency, U.S. Department of  
Agriculture, hereby declare under penalty of  
perjury that this is a true and exact copy of the  
original document which I have under my  
custody.

San Juan, Puerto Rico-----

JUAN M. ORTIZ SERBIÁ  
State Executive Director

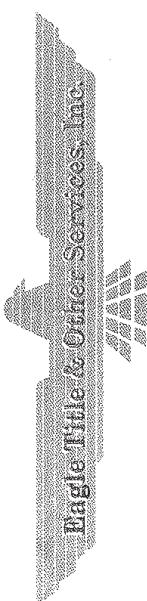
## TITLE SEARCH

CLIENT: REINALDO FERNÁNDEZ NEGRÓN

REF: 1521.257  
BY: TAIMARY ESCALONA

**ESTUDIOS DE TÍTULO  
SEGUROS DE TÍTULO**  
 P.O. BOX 1467, TRUJILLO ALTO, PR 00977-1467  
 TEL.S. (787) 748-1130 / 748-8577 • FAX (787) 748-1143  
 estudios@eagletitlepr.com

Este documento NO es una póliza de Seguro de Título, por lo cual no debe utilizarse como tal. La responsabilidad de la entidad que preparó este Estudio de Título, está limitada a la cantidad pagada por la preparación de dicho Estudio de Título. Para completa protección deben requerir una póliza de Seguro de Título.



**PROPERTY NUMBER:** 4,003, recorded at page 40 of volume 95 of Cidra, Registry of the Property of Puerto Rico, section II of Caguas.

**DESCRIPTION: (As it is recorded in the Spanish language)**

**RÚSTICA:** Predio de terreno compuesto de **veintitres cuerdas, equivalentes a nueve hectáreas treinta áreas y cincuenta y una centíreas**, situado en el barrio Arenas del término municipal de Cidra, Puerto Rico, en lindes por el **NORTE**, con don Ulpiano Rivera; por el **SUR**, con don Juan del Fau y una quebrada; por el **ESTE**, con don Juan López Flores, don Juan del Fau y Mauricio Vélez; y por el **OESTE**, con la Sucesión de don Pablo Sánchez y don Ulpiano Rivera.

Contiene una casa de una sola planta de concreto reforzado dedicada a vivienda con techo de concreto conteniendo sala comedor, tres cuartos dormitorios, cuarto de baño y cocina.

**ORIGIN:**

It is formed by aggrupation of property numbers 3,145 and 3,999, recorded at pages 115, 1, volumes 64, 95 of Cidra, respectively.

**TITLE:**

This property is registered in favor of REINALDO FERNÁNDEZ NEGRÓN, single, acquired it as follows:

One part acquired by purchase from Juan Rivera Vicente and his wife Juana Rivera, at a price of \$13,950.00, pursuant to deed #537, executed in San Juan, Puerto Rico, on September 27, 1963, before Carlos J. Faura Notary Public, recorded at page 40 of volume 95 of Cidra, property number 4,003, 1<sup>st</sup> inscription.

And the rest by cession in liquidation of legal society had with Sonia Freytes Freytes, with a value of \$4,000.00, pursuant to deed #34, executed in San Juan, Puerto Rico, on September 30, 1968, before Félix Torres Santiago Notary Public, recorded at overleaf of page 77 of volume 95 of Cidra, property number 4,003, 3<sup>rd</sup> inscription.

**LIENS AND ENCUMBRANCES:**

- I. By reason of its origin this property is free of liens and encumbrances

- II. By reason of itself this property is encumbered by the following:

- 1. Easement on a strip on land of 2.2336 cuerdas equivalent to 8,978.9324 square meters in favor of Commonwealth of Puerto Rico, Resolution dated August 21, 1969, Superior Court of Puerto Rico, Expropriation Court, case #E-69-868, recorded at page 79 of volume 95 of Cidra, property number 4,003, 5<sup>th</sup> inscription.

**Presented on September 10, 1969  
Recorded on December 16, 1969**

- 2. **LAWSUIT ANNOTATION:** Dated September 19, 1986, executed in the Superior Court of Caguas, civil case #CS-86-1640, for reason of Collection of Money and Foreclosure by Puerto Rico Production Credit Asso., plaintiff, versus Reinaldo Fernández Negrón, defendant, by the amount of \$13,264.28, recorded at page 157 of volume 95 of Cidra, property number 4,003, annotation "B".

**Presented on September 25, 1986  
Recorded on October 3, 1986**

PAGE #2  
PROPERTY #4,003

**ESTUDIOS DE TITULO  
SEGUROS DE TITULO**

PO BOX 1467 TRUJILLO ALTO, PR. 00977-1467  
TELS. (787) 748-1130 • 748-8877 • FAX (787) 748-1143  
estudios@eagletitlepr.com

Este documento NO es una póliza de Seguro de Título, por lo cual no debe utilizarse como tal. La responsabilidad de la entidad que preparó este Estudio de Título, está limitada a la cantidad pagada por la preparación de dicho Estudio de Título. Para completa protección deben requerir una póliza de Seguro de Título.

3. **MORTGAGE:** Over this and other property, in favor of United States of America acting as Farmer Home Administration, in the original principal amount of \$60,700.00, with 5% annual interests, due on 7 years, constituted by deed #20, executed in Guayama, Puerto Rico, on May 15, 1997, before Livia E. Rovira de Fuster Notary Public, recorded at overleaf of page 157 of volume 109 of Cidra, property number 4,003, 7<sup>th</sup> inscription.

Distribute responsibility equally, between farms

**Presented on May 21, 1997**

**Recorded on December 8, 1998**

4. **MORTGAGE:** Over this and other property, in favor of United States of America acting as Farmer Home Administration, in the original principal amount of \$29,300.00, with 3.75% annual interests, due on 15 years, constituted by deed #21, executed in Guayama, Puerto Rico, on May 15, 1997, before Livia E. Rovira de Fuster Notary Public, recorded at page 158 of volume 109 of Cidra, property number 4,003, 8<sup>th</sup> inscription.

Distribute responsibility equally, between farms

**Presented on May 21, 1997**

**Recorded on December 8, 1998**

**REVIEWED:**

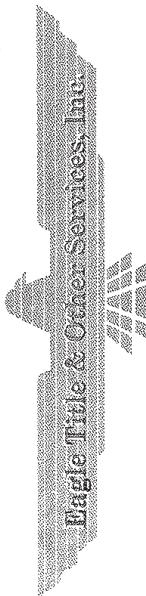
Federal Attachments, Commonwealth of Puerto Rico Tax Liens, Judgments and Daily Log up to December 26<sup>th</sup>, 2019.

*NOTICE: The Sections of the Property Registry have been computerized by the new system identified as Karibe, through which the historical volumes containing the data related to the inscribed properties and with the documents presented and pending registration were digitized. Since April 25, 2016, the Department of Justice discontinued the Tool-Kit and Agora System in most of the Sections of the Registry, which was used to search for documents submitted and pending registration and preparation of title search and other documents. There is also a delay in the entry of information to the System to this date. In addition to this, the Federal and State Seizures are now entered and electronically provided by the Central Office of the Land Registry in the Department of Justice, without being able to corroborate the control books and with many errors which makes the location impossible. We are not responsible for errors that may result in this title search due to errors and/or omissions of the Registry and/or its employees, when entering the data in the system.*

**EAGLE TITLE AND OTHER SERVICES, INC.**

Authorized signature

mcr/nh/F



I, Elias Diaz Bermudez, of legal age, single and neighbor of San Juan, Puerto Rico, under solemn oath declare:

1. That my name and personal circumstances are the above mentioned.
2. That on December 26<sup>th</sup>, 2019, I examined the books and files of The Property Registry of Puerto Rico and prepared the attached title study which makes part of this affidavit.
3. That the attached title study correctly represents in all its parts the status of the above described property in The Property Registry of Puerto Rico.

I, the undersigned, hereby swear that the facts herein stated are true.

In Guaynabo, Puerto Rico, this 8 day of October of 2020.

  
Elias Diaz Bermudez

AFFIDAVIT NUMBER 4381.

Sworn and subscribed to before me by Elias Diaz Bermudez of the aforementioned personal circumstances, whom I personally know.

In Guaynabo, Puerto Rico, this 8 day of October of 2020.

  
Notary Public



**UNITED STATES DEPARTMENT OF AGRICULTURE  
FARM SERVICE AGENCY**

654 Muñoz Rivera Avenue  
654 Plaza Suite #829  
San Juan, PR 00918

Borrower: Fernandez Negron, Reinaldo

Case No: 63-006-4122

**CERTIFICATION OF INDEBTEDNESS**

I, Carlos J. Morales Lugo, of legal age, single, a resident of San Juan, Puerto Rico, in my official capacity as Loan Resolution Task Force Contractor of the *Farm Service Agency*, United States Department of Agriculture (USDA), state that:

- The borrower's indebtedness is as shown in the following Statement of Account, according to information obtained from all available records at the USDA-Farm Service Agency:

***Statement of Account as of September 30, 2020***

Loan Number	43-01
Note Amount	\$ 29,300.00
Orginal Note Date	5/15/1997
Date of Last Payment	2/27/2001
Principal Balance	\$ 27,127.08
Unpaid Interest	\$ 19,985.69
Misc. Charges	\$ 110.00
Total Balance	\$ 47,222.77
Daily Interest Accrual	\$ 2.7983
Amount Delinquent	\$ 47,222.77
Years Delinquent	Fully matured

Loan Number	44-02
Note Amount	\$ 60,700.00
Original Note Date	5/15/1997
Date of Last Payment	2/27/2001
Principal Balance	\$ 45,511.49
Unpaid Interest	\$ 42,456.30
Misc. Charges	\$ -
Total Balance	\$ 87,967.79
Daily Interest Accrual	\$ 5.9227
Amount Delinquent	\$ 87,967.79
Years Delinquent	Fully matured

- The information in the above Statement of Account in affiant's opinion is a true and correct statement of the aforementioned account and to this date remains due and unpaid.
- The defendant is neither a minor, nor incompetent, nor in the military service of the United States of America.
- The above information is true and correct to the best of my knowledge and belief, and is made under penalty of perjury as allowed by 28 U.S.C. 1746.



Carlos J. Morales Lugo  
LRTF Contractor  
September 30, 2020

UNITED STATES DISTRICT COURT  
for the  
District of Puerto Rico

United States of America,  
acting through the  
United States Department of Agriculture )  
Plaintiff(s) )  
v. ) Civil Action No.  
JORGE J. FERNÁNDEZ, et als. ) FORECLOSURE OF MORTGAGE  
Defendant(s) )

## **SUMMONS IN A CIVIL ACTION**

To: (*Defendant's name and address*) JORGE J. FERNÁNDEZ  
St. Rd. 179, Km. 10 Rd. 7787  
Carite Wd. Beatriz Wd.  
Guayama, P.R. 00784 Cidra, P.R.

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

JUAN CARLOS FORTUÑO FAS  
P.O. BOX 3908  
GUAYNABO PR 00970

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

*MARIA ANTONGIORGI-JORDAN, ESQ.  
CLERK OF COURT*

Date:

*Signature of Clerk or Deputy Clerk*

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_.

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
on *(date)* \_\_\_\_\_; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_,  
a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_, who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
on *(date)* \_\_\_\_\_; or

I returned the summons unexecuted because \_\_\_\_\_; or

Other *(specify)*: \_\_\_\_\_

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ 0 \_\_\_\_\_.

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

UNITED STATES DISTRICT COURT  
for the  
District of Puerto Rico

United States of America,  
acting through the  
United States Department of Agriculture )  
Plaintiff(s) )  
v. ) Civil Action No.  
JORGE J. FERNÁNDEZ, et als. ) FORECLOSURE OF MORTGAGE  
Defendant(s) )

## **SUMMONS IN A CIVIL ACTION**

To: (*Defendant's name and address*) JOSÉ FERNÁNDEZ  
St. Rd. 179, Km. 10 Rd. 7787  
Carite Wd. Beatriz Wd.  
Guayama, P.R. 00784 Cidra, P.R.

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

JUAN CARLOS FORTUÑO FAS  
P.O. BOX 3908  
GUAYNABO PR 00970

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

*MARIA ANTONGIORGI-JORDAN, ESQ.  
CLERK OF COURT*

Date:

*Signature of Clerk or Deputy Clerk*

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_.

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
on *(date)* \_\_\_\_\_; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_,  
a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_, who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
on *(date)* \_\_\_\_\_; or

I returned the summons unexecuted because \_\_\_\_\_; or

Other *(specify)*: \_\_\_\_\_

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ 0 \_\_\_\_\_.

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

UNITED STATES DISTRICT COURT  
for the  
District of Puerto Rico

United States of America,  
acting through the  
United States Department of Agriculture )  
Plaintiff(s) )  
v. ) Civil Action No.  
JORGE J. FERNÁNDEZ, et als. ) FORECLOSURE OF MORTGAGE  
Defendant(s) )

## **SUMMONS IN A CIVIL ACTION**

To: (*Defendant's name and address*) NANCY FERNÁNDEZ FREYTES  
St. Rd. 179, Km. 10 Rd. 7787  
Carite Wd. Beatriz Wd.  
Guayama, P.R. 00784 Cidra, P.R.

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

JUAN CARLOS FORTUÑO FAS  
P.O. BOX 3908  
GUAYNABO PR 00970

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

*MARIA ANTONGIORGI-JORDAN, ESQ.  
CLERK OF COURT*

Date:

*Signature of Clerk or Deputy Clerk*

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_.

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
on *(date)* \_\_\_\_\_; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_,  
a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_, who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
on *(date)* \_\_\_\_\_; or

I returned the summons unexecuted because \_\_\_\_\_; or

Other *(specify)*: \_\_\_\_\_

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ 0 \_\_\_\_\_.

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

UNITED STATES DISTRICT COURT  
for the  
District of Puerto Rico

United States of America,  
acting through the  
United States Department of Agriculture )  
Plaintiff(s) )  
v. ) Civil Action No.  
JORGE J. FERNÁNDEZ, et als. ) FORECLOSURE OF MORTGAGE  
Defendant(s) )

## **SUMMONS IN A CIVIL ACTION**

To: (*Defendant's name and address*) REINALDO FERNÁNDEZ FREYTES  
St. Rd. 179, Km. 10                   Rd. 7787  
Carite Wd.                              Beatriz Wd.  
Guayama, P.R. 00784                 Cidra, P.R.

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

JUAN CARLOS FORTUÑO FAS  
P.O. BOX 3908  
GUAYNABO PR 00970

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

*MARIA ANTONGIORGI-JORDAN, ESQ.  
CLERK OF COURT*

Date:

*Signature of Clerk or Deputy Clerk*

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Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_.

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
on *(date)* \_\_\_\_\_; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_,  
a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_, who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
on *(date)* \_\_\_\_\_; or

I returned the summons unexecuted because \_\_\_\_\_; or

Other *(specify)*: \_\_\_\_\_

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ 0 \_\_\_\_\_.

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

UNITED STATES DISTRICT COURT  
DISTRICT OF PUERTO RICO

**CATEGORY SHEET**

**You must accompany your complaint with this Category Sheet, and the Civil Cover Sheet (JS-44).**

Attorney Name (Last, First, MI): Fortuño, Juan Carlos

USDC-PR Bar Number: 211913

Email Address: jcfortuno@fortuno-law.com

1. Title (caption) of the Case (provide only the names of the first party on each side):

Plaintiff: United States of America-Farm Service Agency

Defendant: Known members of the Estate of Reinaldo Fernández Negrón

2. Indicate the category to which this case belongs:

- Ordinary Civil Case
- Social Security
- Banking
- Injunction

3. Indicate the title and number of related cases (if any).

N/A

4. Has a prior action between the same parties and based on the same claim ever been filed before this Court?

- Yes
- No

5. Is this case required to be heard and determined by a district court of three judges pursuant to 28 U.S.C. § 2284?

- Yes
- No

6. Does this case question the constitutionality of a state statute? (See, Fed.R.Civ. P. 24)

- Yes
- No

Date Submitted: [Redacted]

rev. Dec. 2009

[Print Form](#)

[Reset Form](#)

JS 44 (Rev. 09/19)

**CIVIL COVER SHEET**

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**

United States of America

## (b) County of Residence of First Listed Plaintiff

(EXCEPT IN U.S. PLAINTIFF CASES)

## (c) Attorneys (Firm Name, Address, and Telephone Number)

Juan Carlos Fortuño Fas  
PO Box 9300  
San Juan, PR 00908, tel. 787-751-5290

**DEFENDANTS**

JORGE J. FERNÁNDEZ, JOSÉ FERNÁNDEZ, REINALDO FERNÁNDEZ FREYTES and NANCY FERNÁNDEZ FREYTES

County of Residence of First Listed Defendant Caguas, Puerto Rico

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

<input checked="" type="checkbox"/> 1 U.S. Government Plaintiff	<input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)
<input type="checkbox"/> 2 U.S. Government Defendant	<input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input checked="" type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> PERSONAL INJURY	<input type="checkbox"/> PERSONAL INJURY	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 375 False Claims Act
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 365 Personal Injury - Product Liability	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 376 Qui Tam (31 USC 3729(a))
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury Product Liability		<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability		<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 330 Federal Employers' Liability	<input type="checkbox"/> 370 Other Fraud		<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 371 Truth in Lending		<input type="checkbox"/> 450 Commerce
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans)	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 380 Other Personal Property Damage		<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 385 Property Damage Product Liability		<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 355 Motor Vehicle Product Liability			<input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692)
<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 360 Other Personal Injury			<input type="checkbox"/> 485 Telephone Consumer Protection Act
<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 362 Personal Injury - Medical Malpractice			<input type="checkbox"/> 490 Cable/Sat TV
<input type="checkbox"/> 196 Franchise				<input type="checkbox"/> 850 Securities/Commodities/ Exchange
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	SOCIAL SECURITY	
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> Habeas Corpus:	<input type="checkbox"/> 861 HIA (1395f)	<input type="checkbox"/> 890 Other Statutory Actions
<input checked="" type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 463 Alien Detainee	<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 891 Agricultural Acts
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 863 DIWC/DIWW (405(g))	<input type="checkbox"/> 893 Environmental Matters
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 443 Housing/ Accommodations	<input type="checkbox"/> 530 General	<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 895 Freedom of Information Act
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 445 Amer. w/Disabilities - Employment	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 896 Arbitration
<input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 446 Amer. w/Disabilities - Other	<b>Other:</b>		<input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision
	<input type="checkbox"/> 448 Education	<input type="checkbox"/> 540 Mandamus & Other		<input type="checkbox"/> 950 Constitutionality of State Statutes
		<input type="checkbox"/> 550 Civil Rights		
		<input type="checkbox"/> 555 Prison Condition		
		<input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement		
FEDERAL TAX SUITS				
			<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	
			<input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	
IMMIGRATION				
		<input type="checkbox"/> 462 Naturalization Application		
		<input type="checkbox"/> 465 Other Immigration Actions		

**V. ORIGIN** (Place an "X" in One Box Only)

<input checked="" type="checkbox"/> 1 Original Proceeding	<input type="checkbox"/> 2 Removed from State Court	<input type="checkbox"/> 3 Remanded from Appellate Court	<input type="checkbox"/> 4 Reinstated or Reopened	<input type="checkbox"/> 5 Transferred from Another District (specify)	<input type="checkbox"/> 6 Multidistrict Litigation - Transfer	<input type="checkbox"/> 8 Multidistrict Litigation - Direct File
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Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
Consolidated Farm and Development Act, 7 USC 1921, et seq., and 28 USC 1345

**VI. CAUSE OF ACTION**

Brief description of cause:

**VII. REQUESTED IN COMPLAINT:** CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.C.P.

DEMAND \$

CHECK YES only if demanded in complaint:  
**JURY DEMAND:**  Yes  No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFFP

JUDGE

MAG. JUDGE